

ABSTRACT OF TITLE

TO

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

-----///-----

Prepared

By

John M. Carroll

No. 1

Notice is hereby given that this Abstract of Title is prepared in conformity with the Marketable Record Title Act, Section 614.29-614.38, inclusive, of the 1993 Code of Iowa.

The root of title is set forth at Entry No. 2 of this Abstract.

-----//-----

No. 2

HENRY PUCK	)	<u>WARRANTY DEED</u>
	)	Dated: March 6, 1854
TO	)	Ack'd: March 6, 1854
	)	Filed: March 6, 1854
AMBROSE C. FULTON and NICOLAS	)	Rec'd: Book L Deeds Page 164
FEJERVARY	)	Cons.: \$10,000.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The East half of the South West quarter of Section No. Twenty four (24) in Township No. Seventy Eight (78) North of Range No. Three (3) East of the 5<sup>th</sup> P.M. containing Eighty (80) acres. According to Government Survey.

Grantor signs as Hinrich Puck.

Statutory acknowledgment affixed.

-----//-----

FOR REFERENCE ONLY

NICOLAS FEJERVARY and A.C.	)	<u>PLAT OF FEJERVARY</u>
FULTON	)	<u>&amp; FULTON'S PLAT</u>
	)	Dated: _____
TO	)	Ack'd: _____
	)	Filed: Oct. 12, 1854
THE PUBLIC	)	Rec'd: Book K Land Deeds Page 160

Abstracter's Note: Plat Map attached in its entirety.

-----//-----

No. 4

A.C. FULTON and MARY FULTON,	)	<u>WARRANTY DEED</u>
his wife	)	Dated: July 5, 1855
	)	Ack'd: July 5, 1855
TO	)	Filed: July 17, 1855
	)	Rec'd: Book O Land Deeds Page 9
NICOLAS FEJERVARY	)	Cons.: \$450.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

An undivided one Half part of that portion of the South West quarter of Section twenty four (24) in Township seventy eight (78) North of Range three (3) east which is bounded and described as follows to wit: Commencing at the South East corner of said South West quarter of Section twenty-four (24) thence running West forty rods (40) to the Centere of a Sixty feet Road, thence South twenty (20) rods along the centere line of said Road thence East forty (40) Rods thence north twenty (20) rods to place of Beginning. Subject nevertheless to a public Right of way over said Road.

Statutory acknowledgment affixed.

-----///-----

No. 5

NICOLAS FEJERVARY	)	<u>WARRANTY DEED</u>
	)	Dated: May 7, 1866
TO	)	Ack'd: May 9, 1866
	)	Filed: May 11, 1866
KAROLINE FEJERVARY	)	Rec'd: Book 34 Land Deeds Page 453
	)	Cons.: \$4,000.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

Sixty (60) acres of the west side of the north east quarter and fifty-two and a half (52 ½) acres of the east side of the north west quarter of section thirty one (31) in Township seventy nine (79) north of range three (3) east to be taken in the form of a parallelogram from each of said two (2) mentioned quarter sections. Also the following parts of the east half (1/2) of the south west quarter section no. twenty four (24) in Township seventy eight (78) north range three (3) east of 5<sup>th</sup> P.M. & more particularly described as lots seven (7) to nine (9) of Fejervary & Fulton's plat of the east half of said quarter section as recorded in the Recorder's Office of said Scott County. And finally part of Harley's out lots numbered no. sixteen (16) as described on the map of said Harley's out lots recorded in Book "N" of Deeds in the Recorder's Office of Scott County, Iowa.

INCLUDES OTHER REAL ESTATE NOT UNDER EXAMINATION

Statutory acknowledgment affixed.

\$8.00 Revenue Stamps annexed and canceled.

-----//-----

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR SCOTT COUNTY

IN THE MATTER OF	)	
THE ESTATE OF	)	
	)	
CAROLINE FEJERVARY,	)	PROBATE NO. 3035
	)	
Deceased.	)	

Abstracter's Note: From a search of the records of the Clerk's Office, Scott County, Iowa and the Special Collection Department of the Davenport Public Library, the probate file appears to have been misplaced or destroyed. Attached herein is the Last Will and Testament of Caroline Fejervary.

-----//-----

No. 7

NICOLAS FEJERVARY, widower, and	)	<u>WARRANTY DEED</u>
CELESTINA FEJERVARY, heirs at law	)	Dated: Sept. 18, 1891
of KAROLINA FEJERVARY	)	Ack'd: Sept. 18, 1891
	)	Filed: Sept. 23, 1891
TO	)	Rec'd: Book 53 Lot Deeds Page 328
	)	Cons.: \$150.00
ED L. TRESSLER	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

Commencing at a point where the North line of the North East Quarter of the South West Quarter of Section No. Twenty Four (24) Township Seventy Eight (78) North of Range Three (3) East of Fifth (5) Principal Meridian intersects the center line of the street called Grand Avenue in the City of Davenport, Iowa thence East One Hundred Fifty Six (156) feet, thence South One Hundred Thirty Five (135) Feet; Thence West One Hundred Fifty Six (156) feet to center of line of said Grand Avenue and thence North One Hundred Thirty Five (135) Feet to place of beginning. This piece is a part of the Lot 9 in Fejervary and Fulton's Addition to North Davenport, which lot 9, was purchased by said Ed Tressler on a contract made the 1<sup>st</sup> day of April A.D. 1887, between Karolina Fejervary and said Ed. L. Tressler.

Statutory acknowledgment affixed.

-----//-----



No. 8

EDWARD L. TRESSLER and ANNA M.	)	<u>WARRANTY DEED</u>
TRESSLER, his wife	)	Dated: Sept. 18, 1891
	)	Ack'd: Sept. 19, 1891
TO	)	Filed: Dec. 7, 1891
	)	Rec'd: Book 52 T.L.D. Page 335
ADAM M. DIEDRICK	)	Cons.: \$250.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

Commencing at a point where the North line of the North East quarter of the South West quarter of Section No. Twenty Four (24) Township Seventy Eight (78) North of Range three (3) East of the Fifth Principal Meridian intersects the centere line of the Street called Grand Avenue in the City of Davenport, Iowa, thence East one hundred & fifty six (156) feet thence South one hundred and thirty five (135) feet, thence West one hundred & fifty six (156) feet to the centere of s? Grand Avenue, and thence North one hundred & thirty five (135) feet to the place of beginning it being a part of Lot Nine (9) in Fejervary & Fulton's Addition to North Davenport.

Statutory acknowledgment affixed.

-----//-----

FOR REFERENCE ONLY

CELESTINE FEJERVARY, unmarried	)	<u>QUIT CLAIM DEED</u>
	)	Dated: Oct. __, 1891
TO	)	Ack'd: Oct. 16, 1891
	)	Filed: Oct. 16, 1891
NICOLAS FEJERVARY	)	Rec'd: Book 54 T.L.D. Page 66
	)	Cons.: \$1.00 & OVC

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

Lot 9 in Fejervary and Fulton’s Addition to north Davenport, in City of Davenport, Iowa.

INCLUDES OTHER REAL ESTATE NOT UNDER EXAMINATION

The above described property is owned by the grantor & grantee jointly as heirs and legatees under the will of Caroline Fejervary deceased, so as to vest the sole title thereof in the grantee herein in fee this deed is executed.

-----///-----

No. 10

C.H. HUBBELL, single, EDWARD L.	)	<u>QUIT CLAIM DEED</u>
TRESTLER and ANNIE TRESTLER, his	)	Dated: July 29, 1892
wife	)	Ack'd: July 29, 1892
	)	Filed: Aug. 10, 1892
TO	)	Rec'd: Book 54 T.L.D. Page 165
	)	Cons.: OVC
CITY OF DAVENPORT	)	

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

Strip of land 10 feet in width by 630 feet in length off the South side of Lot 9 - North ½ of alley, Said alley being above parts of Lot 9 of Fultons & Fejervary's Plat of East ½ of S.W. ¼ Section 24 Township 78 Range Three (3) and of the 5<sup>th</sup> Principal Meridian.

INCLUDES OTHER REAL ESTATE NOT UNDER EXAMINATION.

The intention being to convey a strip of land 20 feet in width by 630 feet in length for a public alley to be used as such.

-----///-----

No. 11

NICOLAS FEJERVARY, widower	)	<u>WARRANTY DEED</u>
	)	Dated: Nov. 16, 1892
TO	)	Ack'd: Nov. 16, 1892
	)	Filed: Nov. 21, 1892
EDWARD L. TRESSLER	)	Rec'd: Book 55 T.L.D. Page 97
	)	Cons.: \$850.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The part of South West Quarter (SW¼) of Section Twenty Four (24) Township Seventy Eight (78) North of Range Three (3) East of Fifth (5) Principal Meridian bounded and described as follows: Commencing at North East corner of said Quarter Section; Thence following the North line of said Quarter Section West Five Hundred and Four (504) feet, thence South one Hundred Thirty Five feet (135), thence West to the center of the road called Grand Avenue, thence along the center of said Grand Avenue One Hundred and Ninety Five (195) feet, thence East Six Hundred Sixty (660) feet to the East line of said South West Quarter Section thence North to place of beginning Three Hundred and Thirty (330) feet.

This deed is made in consequence of a contract made between Karolina Fejervary and Edward L. Tressler the 1<sup>st</sup> day of April of the year 1887 and the above description left out that piece of this lot which was deeded already by the first party to Edward L. Tressler the 18<sup>th</sup> day of September A.D. 1891.

Statutory acknowledgment affixed.

-----///-----

No. 12

HENRY PUCK and MARY PUCK, his	)	<u>QUIT CLAIM DEED</u>
Wife; LOUISE PUCK & H.P. PUCK, her	)	Dated: Jan. 13, 1897
husband, LOUIS PUCK and ANNIE PUCK,	)	Ack'd: Feb. 19, 1897
his wife; HELEN SOENKE, formerly	)	Ack'd: March 6, 1897
PUCK and HANS SOENKE, her husband;	)	Ack'd: May 10, 1897
and ALBERT PUCK and CAROLINE	)	Filed: May 12, 1897
PUCK, his wife	)	Rec'd: Book 55 Lands Page 118
	)	Cons.: \$1.00
TO	)	
	)	
HENRY WIESE	)	

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

The South Half of Section twenty four (24) in Township Seventy Eight (78) North Range Three (3) East of the 5<sup>th</sup> P.M.

Intention being to convey any and all interest acquired to any part of said land as heirs of Peter Puck and Henry Puck or Catherine Puck their wife & widow.

-----///-----

No. 13

HENRY PUCK	)	<u>AFFIDAVIT</u>
	)	Dated: Jan. 9, 1897
TO	)	Ack'd: Jan. 9, 1897
	)	Filed: Jan. 13, 1897
THE PUBLIC	)	Rec'd: Book 56 Land Deeds Page 292
	)	Cons.: None

Affiant, Henry Puck, being duly sworn do upon oath say that he is the son of Peter Puck, deceased, and that the following facts are true as hereinafter set out. That Hans Puck, who at one time owned a part of Section twenty four (24) in Township Seventy eight (78), North, Range Three (3) East of the 5<sup>th</sup> P.M., Scott County, Iowa, is now deceased, was married in Germany, but never lived in the United States nor he was a citizen of the United States, as that under Code Section 2442, his wife or widow, had no dower interest in any land owned by him in the State of Iowa which had been conveyed by him.

That Claus Puck who at one time also owned a portion of above described real estate died in 1848 and left surviving the following named persons as his heirs Eggert Puck, Heinrich Puck, Peter Puck, Hans Puck and Jurgen Puck. And that the said Claus Puck was during life an unmarried man.

That Jurgen Puck who also at one time owned an interest in the above described premises is now deceased and was during his lifetime a married man living in Denmark; that neither he nor his widow were ever residents of the United States so that under Code Section 2442, his widow never had a dower interest in any land owned by him in the United States.

That Eggert Puck who also had an interest in the above described premises died at some time during our late war 1860-1865; that he was a married man but that he never had any children of his own and that if his wife survived him any dower interest she may have had has long since been cut out by the statute of limitation, and that affiant believes his wife never resided in the United States.

That Peter Puck, father of affiant, died in Scott County, Iowa in 1864 leaving surviving him his widow, Catharina Puck and following named children as his only heirs, to-wit: Henry Puck, Mrs. Fred Wunder, Louise Puck and Albert Puck, who are all of age and living except Mrs. Fred Wunder.

That Henry Puck, who also at one time owned an interest in the above described real estate died in Scott County, Iowa, during the year 1888; that the said Henry Puck married the widow of Peter Puck at some time after 1864 and that prior to that time the said Henry Puck was an unmarried man.

That Catharine Puck, widow of Peter Puck, and Henry Puck, died on or about the 12 day of January 1892, and left surviving her as her only heirs, the following: Henry Puck, Mrs. Fred Wunder, Louise Puck, Albert Puck, Louis Puck and Helena Puck, who are all now living and of age, except Mrs. Fred Wunder, now deceased.

Signed by Henry Puck. Statutory acknowledgement affixed.

-----//-----

No. 14

GEO. E. HUBBELL	)	<u>AFFIDAVIT</u>
	)	Dated: June 15, 1906
TO	)	Ack'd: June 15, 1906
	)	Filed: Aug. 21, 1906
THE PUBLIC	)	Rec'd: Book 77 T.L.D. Page 133
	)	Cons.: None

Affiant, Geo. E. Hubbell, being first duly sworn on oath deposes and says that he was acquainted with Nicolas Fejervary and Karoline Fejervary who at one time were owners of lot sixteen (16) of Hawley's Outlots, in Scott County, Iowa.

That N. Fejervary grantee in tax deed recorded in book "A" page 312 in the Recorder's office of Scott County, Iowa, and Nicolas Fejervary grantor in Warranty Deed recorded in book 34 Land Deeds page 453 in the Recorder's office of Scott County, Iowa, are one and the same parties. That Nicolas Fejervary and Karoline Fejervary, grantor and grantee respectively in Warranty Deed recorded in Book 34 Land Deeds, page 453 in the Recorder's office of Scott County, Iowa, were husband and wife.

Further states that N. Fejervary, grantee in tax deed recorded in book "B" Tax Deeds in Quit Claim Deed recorded in Book "Z" Town Lot Deeds page 542 in the recorders office of Scott County, Iowa, are one and the same party.

That Nicolas Fejervary and Karoline Fejervary, grantor and grantee respectively in the Quit Claim Deed above referred to in Book "Z" Town Lot deeds page 542, were husband and wife.

Signed by Geo. E. Hubbell. Statutory acknowledgement affixed.

-----///-----



No. 15

LE CLAIRE FULTON	)	<u>AFFIDAVIT</u>
	)	Dated: Aug. 26, 1909
TO	)	Ack'd: Aug. 26, 1909
	)	Filed: Aug. 27, 1909
THE PUBLIC	)	Rec'd: Book 78 T.L.D. Page 473
	)	Cons.: None

Affiant, Le Claire Fulton, being duly sworn according to law on oath deposes and states that he is the son of Ambrose C. Fulton, who for a great many years resided in the City of Davenport, Scott County, Iowa, and who laid out and platted Fulton's Addition to East Davenport in said City, County and State, and various other Additions and Subdivisions in and about said City of Davenport. Further states on oath that affiant has resided in Davenport, Scott County, Iowa, for over 60 years last past and that he has an extensive acquaintance with the people of said City and of Scott County, and to the best of affiant's knowledge and belief no other person by the name of Ambrose C. Fulton or by the name of A.C. Fulton, ever bought or sold or owned real estate in Scott County, Iowa. Affiant further states that his father frequently signed his name as A.C. Fulton instead of Ambrose C. Fulton, and that in all cases where the name of Ambrose C. Fulton appears, either as grantor or grantee, in any deed, mortgage, or other instrument recorded in the Recorder's office of Scott County, Iowa, and in all cases where the name of A.C. Fulton appears, whether as grantor or as grantee, in any deed, mortgage or other instrument recorded in the Recorder's office of Scott County, Iowa, such names was and is the name of his said father Ambrose C. Fulton, and such instruments were either executed to him or by him as the case may have been.

Signed by LeClaire Fulton. Statutory acknowledgement affixed.

-----///-----

No. 16

GEO. E. HUBBELL	)	<u>AFFIDAVIT</u>
	)	Dated: May 24, 1912
TO	)	Ack'd: May 24, 1912
	)	Filed: June 1, 1912
THE PUBLIC	)	Rec'd: Book 83 T.L.D. Page 328
	)	Cons.: None

Affiant, Geo. E. Hubbell, being first duly sworn deposes and states that he was personally acquainted with Nicolas Fejervary, Celestine Fejervary and Caroline Fejervary or Karoline or Karolina Fejervary. That said Nicolas Fejervary was the grantor in a certain warranty deed to Karloine Fejervary, recorded on page 453 of Book 34 of Land Deeds in the office of the county recorder of Scott County, Iowa, in which the name of the grantor appears as Nicolas Fejervary. That Karoline Fejervary, the grantee in said deed was one and the same person as Caroline Fejervary, whose last will and testament was probated in the district court of Iowa in and for Scott County, being No. 3035 of the probate records of said court, and also one and the same person as Karolina Fejervary mentioned in a certain warranty deed, recorded on page 328 of Book 53 of Lot Deeds in the office of the County recorder of Scott County, Iowa, that the name of Celestine was through a clerical error written Celestina Fejervary in the body of the warranty deed recorded on page 328 of Book 53 Lot Deeds in the office of the county recorder of Scott County, Iowa.

Signed by Geo. E. Hubbell. Statutory acknowledgement affixed.

-----//-----

No. 17

ED L. TRESTLER	)	<u>AFFIDAVIT</u>
	)	Dated: May 27, 1912
TO	)	Ack'd: May 27, 1912
	)	Filed: June 1, 1912
THE PUBLIC	)	Rec'd: Book 83 Lot Deeds Page 327
	)	Cons.: None

Affiant, Ed L. Trestler, being first duly sworn under oath deposes and states that he was the owner of the following described real estate:

Part of the Southwest quarter of Section twenty-four (24) Township seventy-eight (78) Range Three (3) East of the Fifth P.M. bounded and described as follows, Commencing at the northeast corner of said quarter section, thence following the North line of said quarter section, West five hundred and four (504) feet; thence South One hundred and thirty-five feet, thence West to center of the road called Grand Avenue, thence east six hundred and sixty (660) feet to the east line of said quarter section; thence north three hundred and thirty (330) feet to place of beginning.

He is identical party who was grantee in a certain warranty deed from Nicolas Fejervary and Celestine Fejervary, which deed is recorded on page 328 of Book 53 Lot Deed in the office of the County Recorder of Scott County, Iowa. And he was also the grantee in a certain warranty deed from Nicolas Fejervary, which deed is recorded on page 97 in Book 55 of Lot Deed in the office of the recorder of Scott County, Iowa. He was also the mortgagor in a certain mortgage to the Scott County Savings Bank, recorded on page 112 of Book 33 of Lot Mortgages in the office of the county recorder of Scott County, Iowa. Also states that he is the grantor in a certain Quit Claim Deed to the city of Davenport, recorded on page 165 of Book 54 Lot Deeds in the office of the county recorder of Scott County, Iowa. He further states that he has been known as Edward L. Tressler, Ed. L. Tressler and Edward L. Trestler, and have signed instruments and accepted instruments intended for him wherein my name has appeared written in any of the above ways.

Further states that Annie M. Trestler is his wife; that she is the identical person who joined him in the mortgage recorded on page 112 of Book 33 of Lot Mortgages in the office of the county recorder of Scott County, Iowa, and that she was known as and signed her name as Anna M. Trestler, Annie Trestler and Marg. A. Tressler, and wherever any of such names above mentioned appears in connection with his name they refer to his wife, Annie M. Trestler.

Signed by Ed L. Trestler. Statutory acknowledgement affixed.

-----//-----

No. 18

ED L. TRESTLER	)	<u>PLAT OF TRESTLER'S</u>
	)	<u>SUB-DIVISION</u>
TO	)	Dated: July 1, 1912
	)	Ack'd: July 1, 1912
THE PUBLIC	)	Filed: Aug. 9, 1912
	)	Rec'd: 83 T.L.D. 423

SURVEYOR'S CERTIFICATE: "I, William H. Kimball, Civil Engineer, hereby certify that this plat shows correctly a survey made by me for Edward L. Trestler of a part of the south west quarter of Section Twenty four (24), Township 78 North, Range 3 East of the 5<sup>th</sup> Principal Meridian, Scott County, Iowa, being also a part of Lot 9 of Fejervary & Fulton's Plat of the East half of said quarter section; The tract above laid out to be known as "Trestler's Subdivision of Part of Lot 9 of Fejervary & Fulton's Plat of the East half of the Southwest quarter of Sec. 24, Twp. 78 N.R. 3 E. of the 5<sup>th</sup> P.M." and being more particularly described as follows: Beginning at the northeast corner of the said quarter Section; thence west along the north line of said quarter section five hundred four (504) feet to an iron stake; thence south one hundred thirty five (135) feet, to an iron stake; thence West parallel with the north line of said quarter section, one hundred fifty seven & 9/10 (157.9) feet to the center of Grand Avenue; thence south, along the center of Grand Avenue, one hundred ninety five (195) feet to the south line of the said Lot 9; thence East, along the said south line of said lot, and along the center of a twenty-foot alley, six hundred sixty two & 5/10 (662.5/10) feet to the east line of said quarter section, and the center of Arlington Avenue; thence North along the east line of said quarter section, three hundred thirty (330) feet to beginning.

The sizes of the lots, streets and alleys are shown upon the plat in feet and tenths of feet. Each lot is staked upon the ground and the corners of the blocks are marked by iron stakes."

Dated at Davenport, Iowa, June 26, 1912.

s/s      Wm. H. Kimball  
Civil Engineer

DEDICATION OF OWNERS: "This is to certify that the sub-division of the annexed portion of the southwest quarter of Section 24, Township 78 N. Range 3 E. of the 5<sup>th</sup> P.M. as appears on this plat is with my free consent and in accordance with my desire, and \_\_\_\_\_ the above plat for the uses and purposes hereon shown."

Dated at Davenport, Iowa, this 1st day of July, 1912.

s/s Ed. L. Trestler

CITY TREASURER'S CERTIFICATE: "This is to certify that the taxes general & special, for the City of Davenport, on the land covered by the annexed plat of "Trestler's Sub-Division", have all been paid and that said real estate is clear of all tax liens as shown by my office."

Dated at Davenport, Iowa, this 1st day of July, 1912.

Executed by W.G. North, City Treasurer.

COUNTY TREASURER'S CERTIFICATE: "This is to certify that the taxes on the land covered by the annexed plat of "Trestler's Sub-Division", have all been paid and that said real estate is clear of all tax liens as shown in my office."

Dated at Davenport, Iowa, this 1st day of July, 1912.

Executed by Ben F. Luetje, County Treasurer.

COUNTY RECORDER'S CERTIFICATE: "I, Frank Holm, Recorder of Scott County, do hereby certify that the title in fee to the land shown by the annexed plat, and called "Trestler's Sub-Division" is in Edward L. Trestler and is free from every incumbrance."

Dated at Davenport, Iowa, this 1<sup>st</sup> day of July, 1912.

Executed by Frank Holm, Recorder of Scott County, Iowa.

CLERK OF DISTRICT COURT CERTIFICATE: "I hereby certify that the land subdivided & platted in the annexed plat is free from all judgments, attachments, mechanic's or other liens as appears by the records of my office."

Dated at Davenport, Iowa, this 1<sup>st</sup> day of July, 1912.

Executed by H.J. McFarland, Clerk of District Court, with seal affixed.

ACCEPTANCE BY CITY OF DAVENPORT, IOWA: “Resolved, by the City Council of the City of Davenport, Iowa, that the plat of Trestler’s Sub-division of part of Lot No. 9 of Fejervary and Fulton’s plat of the east one-half (E. ½) of the South-West one-quarter (S.W. ¼) of Section twenty-four (24) township seventy-eight (78) north, range three (3) east of the 5<sup>th</sup> P.M. as filed with the City Clerk by Ed. L. Trestler, is hereby approved and accepted and the Mayor and City Clerk of said City be, and they are hereby authorized and directed to certify the adoption of this resolution on said plat as required by law.

We the undersigned, Alfred Mueller, Mayor, and Hugo Moeller, Clerk of the City of Davenport, Iowa, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the city of Davenport, Iowa at a regular meeting of said Council, held on the 7<sup>th</sup> day of August, A.D. 1912 and duly approved by said Alfred Mueller, Mayor, as provided by law”

Dated at Davenport, Iowa on August 8<sup>th</sup>, A.D. 1912.

Attest: Hugo Moeller  
City Clerk

-----///-----

No. 19

HENRY WIESE, single	)	<u>QUIT CLAIM DEED</u>
	)	Dated: May 1, 1912
TO	)	Ack'd: May 1, 1912
	)	Filed: May 2, 1912
ED. L. TRESTLER	)	Red'd: Book 55 Lands Page 604
	)	Cons.: \$1.00 & OVC

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

Part of the Southwest quarter of Section twenty-four (24) Township seventy eight (78) Range Three (3) East of the Fifth P.M. bounded and described as follows: Commencing at the northeast corner of said quarter section thence following the North line of said quarter section West five hundred and four (504) feet thence south One hundred and thirty-five (135) feet, thence West to center of the road called Grand Avenue, thence along the center of Grand Avenue South one hundred and ninety five (195) feet thence east six hundred and sixty (660) feet to the east line of said quarter section; thence north, three hundred and thirty (330) feet to place of beginning.

It being the intention to convey the interest in said property obtained by Henry Wiese by reason of a certain quit claim deed recorded at page 118 of Book 55 of Land Deeds in the office of the County recorder of Scott County, Iowa.

-----///-----



No. 20

ED L. TRESTLER and ANNIE M.	)	<u>WARRANTY DEED</u>
TRESTLER, his wife	)	Dated: April 5, 1913
	)	Ack'd: April 5, 1913
TO	)	Filed: April 12, 1913
	)	Rec'd: Book 84 T.L.D. Page 256
WILSON MCCLELLAND	)	Cons.: \$980.00

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

Lots five (5) and six (6) in Block one (1) Trestler's Subdivision of Part of Lot Nine (9) of Fejervary & Fulton's Plat of the East one half (E 1/2) of the Southwest quarter (SW 1/4) of Section twenty-four (24), of Township seventy-eight (78) North, of Range Three (3) East of the Fifth P.M.

-----///-----

No. 21

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR SCOTT COUNTY

IN THE MATTER OF	)	
THE ESTATE OF	)	
	)	
WILSON MCCLELLAND,	)	PROBATE NO. 8542
	)	
Deceased.	)	

January 28, 1915: Petition for Probate of Will filed. Recites that Wilson McClelland dies a resident of Davenport, Iowa on or about January 21, 1915.

January 28, 1915: Notice of hearing of Probate of Will filed.

January 28, 1915: Order Admitting Will to Probate filed. Appoints Anna B. McClellan and Dic R. Lane, executors.

January 28, 1915: Will of Wilson McClelland dated March 1, 1906 filed.

Paragraph 1: Provides for payment of debts.

Paragraph 2: Gives to wife, Anna Bell McClelland and Dick R. Lane in trust \$30,000.00 and directs trustees to pay 1/3 of said amount with accumulations to Thomas W. McClelland, David Nelson McClelland, and Robert R. McClelland, his sones, when each shall attain 24 years of age.

Paragraph 3: Gives balance of estate unto wife, Anna Belle McClelland to have and to hold in her own right forever.

Paragraph 4: Appoints wife Anna Bell McClelland and Dick R. Lane executors and exonerates them from giving bon as executors and trustees, and authorizes and empowers executors to sell and dispose and make proper instruments to transfer of any of estate as in their judgment may be proper or requiste.

January 28, 1915: Executors oath of Dick R. Lane and Anna B. McClelland filed.

January 28, 1915: Letters testamentary issued.

January 29, 1915: Proof of posting of appointment of Executors filed showing posting on January 28, 1915 at Court House door, at City Hall and at Justice Daums's Court, all in Scott County, Iowa.

March 17, 1915: Preliminary Probate Inventory filed.

March 19, 1915: Application of Anna B. McClelland for widow's allowance of \$5,000.00, and signed Order granting such allowance filed.

March 17, 1915: Beneficiaries and description of real estate filed shows:

Heirs:            Anna B. McClelland, Widow  
                    Tom McClelland, Son  
                    Nelson McClellan, Son  
                    Robert McClelland, Son

Real Estate shows: N. 45 feet of Lot 6, Block 1, Trestler's Addition.

December 11, 1917: Final Report filed, states that all testator's property excepting trust estate of \$30,000.00, was given absolutely to his widow, Anna B. McClelland, that no claims have been filed against the estate; that administration has been open more than one year ; that all debts of testator known to executors have been paid; that there is no collateral inheritance taxes under the laws of Iowa; that expenses of administration have been paid. That Thomas Wilson McClelland and David Nelson McClelland both have attained 24 years of age and 1/3 of trust estate has been paid to each, and receipts filed herewith; that they hold 1/3 of said trust estate as by will provided for Robert R. McClelland; that they have turned over to Anna B. McClelland all remaining assets of said estate.

December 11, 1917: Order approving Final Report filed and said Executor discharged and estate closed.

-----///-----

ANNA BELLE MCCLELLAND,	)	<u>WARRANTY DEED</u>
a widow	)	Dated: April 29, 1920
	)	Ack'd: April 29, 1920
TO	)	Filed: June 3, 1920
	)	Rec'd: Book 94 T.L.D. Page 382
ANNA M. GOELDNER	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South Forty-five (45) feet of Lot Six (6) in Block One (1), of Trestler's Subdivision of part of Lot 9 of Fejervary and Fulton's Plat of the East Half (E ½) of the Southwest Quarter (S.W. ¼) of Section Twenty-four (24), Township Seventy-eight (78), Range Three (3) East of the Fifth P.M. in Scott County, Iowa.

Statutory acknowledgement affixed.

\$6.50 U.S.I. Rev. Stamps Cancelled and Attached.

-----///-----

No. 23

CITY OF DAVENPORT	)	<u>VACATION</u>
	)	Dated: Oct. 15, 1924
TO	)	Ack'd: _____
	)	Filed: Oct. 27, 1924
THE PUBLIC	)	Rec'd: Book 114 T.L.D. Page 150
	)	Cons.: None

AN ORDINANCE vacating an alley in the City of Davenport, Iowa, and authorizing the execution and delivery of quit claim deeds for the proportionate part of said vacated alley to the respective abutting property owners.

Be it enacted by the City Council of the City of Davenport:

Section 1. That the East and West alley between Grand Avenue and Arlington Avenue, South of Trestler's Subdivision and North of C.H. Hubbell's Subdivision, being the alley between Lots Eight (8) and Nine (9) of Fejervary and Fulton's Plat of the East half of the Southwest Quarter of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the 5<sup>th</sup> P.M. in the City of Davenport, Iowa, be and the same is hereby vacated.

Section 2. That the Mayor and City Clerk of the City of Davenport be and they are hereby authorized to execute and deliver quit claim deeds to the name of said City of Davenport for the alley described in Section 1 hereof. To the following respective abutting property owners, to-wit: Edward L. Trestler, Edgar Underdonk, Mary A. Josinger, Charles P. Nicolas, Leila J. Bashaw, Harry Brewbaker, Anna M. Goeldner, and Charles L. Kasten.

s/s     Louis E. Roddewig  
Mayor

Attest: F.A. Hass  
City Clerk.

-----///-----

No. 24

CITY OF DAVENPORT	)	<u>QUIT CLAIM DEED</u>
	)	Dated: Oct. 16, 1924
TO	)	Ack'd: Oct. 16, 1924
	)	Filed: Oct. 30, 1924
ANNA M. GOELDNER	)	Red'd: Book 114 T.L.D. Page 157
	)	Cons.: \$1.00 & OVC

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

The North Ten (10) feet of the alley immediately South of and abutting on Lot Six (6), Block One (1), Trestler's Subdivision of part of Lot Nine (9) of Fejervary and Fulton's Plat in the City of Davenport, Iowa.

Executed on behalf of Grantor by Louis E. Roddewig, Mayor and F.A. Hass, City Clerk, with City Seal affixed.

Statutory acknowledgement affixed.

\$0.50 U.S.I. Rev. Stamp attached and cancelled.

-----///-----

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR SCOTT COUNTY

IN THE MATTER OF	)	
THE ESTATE OF	)	
	)	
ANNA M. GOELDNER,	)	PROBATE NO. 19183
	)	
Deceased.	)	

July 22, 1942: Petition for Letters of Administration filed by Clara M. Patterson, Petitioner. Recites that the decedent died intestate, on the 24<sup>th</sup> day of May, 1942, that at the time of death, decedent was domiciled in and a resident of Scott County, Iowa; that said decedent left no will, so far as petitioner has heard of or been able to discover and that diligent search has been made therefor; that she left certain articles of personal property and an interest in real estate in Scott County, Iowa. Petitioner further shows that all the good, chattels, and credits on said deceased do not exceed in the value of Six Hundred (\$600.00) Dollars, and petitioner prays that Letters of Administration may be granted by this Court to Clara M. Patterson whose residence is at Davenport, Iowa and who is suitable person to administer said trust.

July 23, 1942: Order Appointing Administrator filed and Letters Issued. Ordered that Anna M. Goeldner be and is hereby appointed administratrix of the estate of Anna M. Goeldner, deceased, and her bond as such fixed at the penal sum of One Thousand and no/100 Dollars (\$1,000.00). Further orders that upon the filling such Bond with surety to be approved by the Clerk and taking the oath required by law, Letters of Administration upon the estate of Anna M. Goeldner, deceased, issue to her.

July 23, 1942: Letters of Administration and Notice to Publish filed. Recites that Clara M. Patterson has been appointed Administratrix of the estate of said Anna M. Goeldner, deceased, with full power to demand, sue for and take possession of all money and estate belonging to the said Anna M. Goeldner, deceased, and in general do all other acts which may be required of her by law.

\_\_\_\_\_: Preliminary Inventory, Report of Beneficiaries and Real Property and Preliminary Inheritance Tax Report filed. Recites that Anna M. Goeldner died on May 24, 1942, Intestate, a resident of Davenport, Iowa intestate leaving no surviving spouse. Lists as heirs at law as the following:

E.M. Merten, Son-in-Law  
Clara M. Patterson, Daughter  
Dora A. Striegel, Daughter  
Lloyd Merten, Grandson  
Edwin Merten, Jr., Grandson

NOTE: Decedent died a widow and unmarried

Inventory of Real Property, as follows:

House and lot known as 2428 Arlington Ave., Davenport, Iowa and legally described as:

The South Forty-five (45) feet of Lot 6 in Block 1, Trestler's Subdivision of Part of Lot Nine (9), Fejervary & Fulton's Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., in Scott County, Iowa.

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler's Subdivision of Part of Lot Nine (9) of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Value listed at \$4,500.00.

Gross value of the estate \$6,111.60.

October 28, 1942: Application for Relief from Appraisement for Inheritance Tax

Purposes filed. Recites that the assets of the above named estate pass to persons exempt from the Imposition of the Inheritance tax of the State of Iowa by reason of the fact that the exemption allowed by statute exceed the gross value of the estate; that the value of the assets can be ascertained without the necessity of being appraised.

Certificate of Clerk of District Court wherein I.M. Mullen, Clerk of District Court of Scott County, Iowa, certifies that the foregoing statements of the applicant in the matter of the Estate of Anna M. Goeldner are correct as shown by the records of their office.

Signed on the 26<sup>th</sup> day of October, 1924 by I.M. Mullen, Clerk of District Court and Frank Raap, Deputy.



Affidavit of Freeholder wherein Otis Gilbrech being first duly sworn, depose and state that he is a resident of Scott County, city or town of Davenport. That he is a freeholder and his occupation is Attorney at Law, that he is acquainted with the character of the property of the decedent and of value thereof, and that this application sets forth a true statement of the character of said property, and sets forth the fair market value of the property described; that his is not related to the decedent or any of the beneficiaries entitled to share in said estate, and that he has no interest in state estate, either directly or indirectly, excepting as attorney for the Administratrix.

Further states that he knows the purpose for which this affidavit is made is to aid in securing relief from appraisement of the assets of the above described estate for inheritance tax purposes.

Signed and sworn on the 23<sup>rd</sup> day of October, 1942, by Otis Gilbrech.

Consent of the State Tax Commission wherein it appears from the foregoing application that the exemption allowed by statute to the persons entitled to said estate exceed the gross value of the entire assets of said estate and that the value of said gross assets can be determined without appraisal for inheritance purposes.

Therefore, The State Tax Commission of the State of Iowa, hereby consents to the relief of the above named estate from the regular appraisement for inheritance tax purposes as provided by the statute of the said State of Iowa.

Signed on the 28<sup>th</sup> day of October, 1942 by W.D. Doby, Council Representative  
Inheritance Tax Dept.

November 10, 1942: Order of Court Granting Relief and Decreeing Estate Exempt from  
Inheritance Tax filed.

Ordered for the reasons stated in the within application, the aforesaid estate be and the same is hereby relieved from appraisement as provided by law for the assessment of an

inheritance tax, and that transfer of the assets of said estate to the persons entitled thereto is exempt from the imposition of an inheritance tax.

October 19, 1943: Order Prescribing Notice of Final Report filed.

October 19, 1943: Notice of Final Report filed.

October 23, 1943: Final Report filed and states as follows:

That the deceased died seized of the following described real estate:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler's Subdivision of part of Lot Nine (9), Fejervary & Fulton's Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler's Subdivision of part of Lot Nine (9), of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

That the decedent dies intestate and a widow.

That she left surviving her, as sole and only heirs at law, the following named persons, to-wit: Clara M. Patterson, Daughter, Davenport, Iowa; Dora A. Striegel, Daughter, Harper, Iowa; Lloyd Merten, Grandson, Great Bend, Kansas; and Edwin Merten, Jr., Great Bend, Kansas.

That no legacy or devise remains a charge upon the real estate.

That no Guardian or Trustee has been appointed for any heir, legatee or devisee under any Will or by order of any Court.

That all debts which have come to the attention of the Administratrix have been paid in full.

That there is no tax due to the United States of America or to the State of Iowa or to any subdivision, bureau or department of said governments, or either of them.

That more than a year has past since this Estate was opened and the Admininstratrix knows of no reason why the said Estate should not now be finally closed.

WHEREFORE, the undersigned prays that this the Final Report and Accounting be allowed and approved in each and every respect; that the Clerk of this Court be ordered and

directed to make such transfer of title as may be necessary to show the ownership of the following described real estate in the following proportions, to-wit:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler’s Subdivision of part of Lot Nine (9), Fejervary & Fulton’s Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler’s Subdivision of part of Lot Nine (9), of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Clara M. Patterson	1/3
Dora A. Striegel	1/3
Lloyd Merten	1/6
Edwin Merten, Jr.	1/6

that the Court will direct the transfer of all other personal property, including the transfer of Certificate No. 311 of the Keokuk County State Bank in the same proportions as the ownership set out for said real estate; that your Administratrix be discharged, her bond cancelled and the Estate finally closed.

S/S: Clara M. Patterson,  
Administratrix of the Estate of Anna  
M. Goeldner, deceased

October 31, 1943: Order filed. Ordered that the Final Report and Accounting of Clara M. Patterson, as Adminstratrix in the above entitled matter be and the same is hereby allowed and approved in each and every respect.

Further Ordered that the Clerk of this Court make whatever record may be necessary to show that al personal property and the following described real estate, to-wit:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler’s Subdivision of part of Lot Nine (9), Fejervary & Fulton’s Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler’s Subdivision of part of Lot Nine (9), of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

are owned by the following persons in the proportions set opposite their names, to-wit:

Clara M. Patterson	1/3
--------------------	-----

Dora A. Striegel        1/3  
Lloyd Merten           1/6  
Edwin Merten, Jr.      1/6

Further ordered that the Admininstratrix execute and deliver such writings, papers and assignment as may be necessary to show the assignment and transfer of Certificate No. 311 of the Keokuk County State Bank of Sigourney, Iowa, to the same persons and in the same proportions as above mentioned.

Further ordered that the Estate be and it is hereby finally closed, the Administratrix discharged and her bond cancelled and released.

-----///-----

No. 26

DORA A. STRIEGEL and EARL	)	<u>WARRANTY DEED</u>
STRIEGEL, her husband; LLOYD	)	Dated: June 18, 1943
MERTEN and MARGARET MERTEN,	)	Ack'd: Aug. 13, 1943
his wife; EDWIN MERTEN, JR. and	)	Ack'd: Aug. 5, 1943
OLIVE MERTEN, his wife	)	Ack'd: June 22, 1943
	)	Filed: Aug. 16, 1943
TO	)	Rec'd: Book 156 T.L.D. Page 177
	)	Cons.: \$2,000.00
CLARA M. PATTERSON	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler's Subdivision of Part of Lot Nine (9), Fejervary & Fulton's Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler's Subdivision of Part of Lot Nine (9) of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Statutory acknowledgement affixed.

\$2.20 U.S.I. Rev. Stamps attached and cancelled.

-----///-----

No. 27

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR SCOTT COUNTY

IN THE MATTER OF	)	
THE ESTATE OF	)	
	)	
CLARA M. PATTERSON,	)	PROBATE NO. 32008
	)	
Deceased.	)	

May 1, 1963: Petition for Probate of Will filed by Don A. Petruccello, Petitioner. Recites that the decedent died on the 27<sup>th</sup> day of April, 1963, that at the time of death, decedent was domiciled in and a resident of Scott County, Iowa; that said decedent left an instrument purporting to be the Last Will and Testament dated the 16<sup>th</sup> day of May, 1960 which has been filed with the Clerk of Court, that said deceased left surviving as her only heirs at law the following: Vera Patterson Nagel; Goldner O. Patterson; and Dorothy Patterson Gardner.

Petitioner prays that the Court fix a day for the hearing of the matter of the probate of said instrument and direct personal service of the notice of such hearing and prescribe the time of service of notice.

May 1, 1963: Order filed for hearing on the foregoing petition.

May 1, 1963: Last will and Testament of Clara M. Patterson filed.

Abstracter's Note: Attached herein is the Last Will and Testament of the decedent in its entirety.

May 1, 1963: Notice of Probate filed.

May 3, 1963: Order Admitting Will to Probate filed. Recites that it is ordered that said instrument be and same is hereby admitted to probate as a good and valid will and as the Last Will and Testament of Clara M. Patterson, deceased, and that it be recorded as such, which is accordingly done, in Will Record No. 42 Page \_\_\_\_ of the Probate Records of this Court.

Further Ordered that Don A. Petruccelli named in said will as Executor thereof, and exempt from giving any bonds as such, be and he is hereby appointed such Executor, and that upon his qualifying by taking the oath required by law, Letters Testamentary with a certified copy of said will annexed issue to Don A. Petruccelli.

Said Executor is directed to give notice of his appointment by posting a notice thereof at three public places in Scott County, Iowa, one of which shall be a the Court House.

May 3, 1963: Executor's Oath filed.

May 3, 1963: Letters of Appointment filed. Recited that Don A. Petruccello s hereto appointed Executor and exempt under the will from giving bond, and he having taken the oath required by law, thereupon Letters Testamentary upon the estate of Clara M. Patterson, deceased, as issue to him.

May 3, 1963: Letters Testamentary filed.

May 3, 1963: Executor's Notice filed.

May 3, 1963: Proof of Posting Notice filed.

June 28, 1963: Preliminary Inheritance tax Report and Probate Inventory filed. Recites that Clara M. Patterson died on April 27, 1963, Testate, a resident of Davenport, Iowa, leaving no surviving spouse. There were no children born to or adopted by the decedent after the execution of the Last Will. There are no heirs at law who were not beneficiaries of under the Will. Lists beneficiaries under Will, as the following:

Vera Patterson Nagel, Daughter  
Goldner O. Patterson, Son  
Dorothy Paterson Gardner, Daughter

Inventory of Real Property, as follows:

House and lot known as 2428 Arlington Ave., Davenport, Iowa and legally described as:

The South 45 feet of Lot 6, Block 1 Trestler's Subdivision of part of Lot 9  
Fejervary and Fulton Plat to the City of Davenport, Scott County, Iowa.

Value listed at \$12,500.00.

Gross value of the estate \$45,458.86.

July 16, 1963: Nonliability Application filed. Recites that the assets of the above named estate pass to persons exempt from the Imposition of the Inheritance tax of the State of Iowa by reason of the fact that the exemption allowed by statute exceed the gross value of the estate; that the value of the assets can be ascertained without the necessity of being appraised.

Certificate of Clerk of District Court wherein Elmer Jens, Clerk of District Court of Scott County, Iowa, certifies that the foregoing statements of the applicant in the matter of the Estate of Clara M. Patterson are correct as shown by the records of their office.

Signed on the 28<sup>th</sup> day of June, 1963 by Elmer Jens, Clerk of District Court and Katherine Kakeat, Deputy, with seal affixed.

Affidavit of Freeholder wherein George Lovejoy, being first duly sworn, depose and state that he is a resident of Scott County, city or town of Pleasant Valley. That he is a freeholder of said county, and that my occupation is Adjuster, that he is acquainted with the character of the property of the decedent and of value thereof, and that this application sets forth a true statement of the character of said property, and sets forth the fair market value of the property described; that his is not related to the decedent or any of the beneficiaries entitled to share in said estate, and that he has no interest in state estate, either directly or indirectly.

Further states that he knows the purpose for which this affidavit is made is to aid in securing relief from appraisement of the assets of the above described estate for inheritance tax purposes.

Signed and sworn on the 27<sup>th</sup> day of June, 1963, by George Lovejoy.



Consent of the State Tax Commission wherein it appears from the foregoing application that the exemption allowed by statute to the persons entitled to said estate exceed the gross value of the entire assets of said estate and that the value of said gross assets can be determined without appraisal for inheritance purposes.

Therefore, The State Tax Commission of the State of Iowa, hereby consents to the relief of the above named estate from the regular appraisement for inheritance tax purposes as provided by the statute of the said State of Iowa.

Signed on the 8<sup>th</sup> day of July, 1963 by Walter Kochrane, Counsel, Inheritance Tax Dept.

July 16, 1963: Order of Court Granting Relief and Decreeing Estate Exempt from Inheritance Tax filed.

Ordered for the reasons stated in the within application, the aforesaid estate be and the same is hereby relieved from appraisement as provided by law for the assessment of an inheritance tax, and that transfer of the assets of said estate to the persons entitled thereto is exempt from the imposition of an inheritance tax.

December 5, 1963: Application filed. Recites the Executor asks an Order in this Court authorizing and directing him to transfer the said thirty (30) shares of American Telephone and Telegraph Company stock to Vera Patterson Nagel; Goldner O. Patterson; and Dorothy Patterson Gardner in equal shares, namely ten (10) shares each.

December 5, 1963: Order filed. Ordered that Executor of the Estate is hereby authorized to have transfer the thirty (30) shares of American Telephone and Telegraph Company stock in the names of Vera Patterson, 10 shares; Goldner O. Patterson, 10 shares; and Dorothy Patterson Gardner, 10 shares, said stock being registered in the name of Clara M. Patterson, deceased.

April 24, 1964: Inheritance Tax Receipt filed. Recites that no State Income Tax is due.

July 9, 1964: Final Report filed and states as follows:

Executor duly appointed, qualifies and acting Executor of the Estate and making this his Final Report as such Executor.

That more than six months have passed since said Executor was appointed, qualified, had letters issued to him, gave notice of his appointment in that capacity by posting, and filed proof of such posting in the office of the Clerk of the District Court of the State of Iowa in and for Scott County.

All claims against this Estate, including claims connected with the last illness, funeral and burial of decedent have been fully paid and the time for filing claims against this Estate long since has passed.

This Estate is not subject to payment of Iowa Estate Tax; all Iowa Inheritance Taxes against this Estate have been paid, and a receipt from the Iowa State Tax Commission showing full payment of inheritance taxes has been filed with the Clerk of this Court; this Estate is not subject to payment of any federal gift or federal estate tax; this estate is not subject to payment of any federal income tax or Iowa Income tax, and income tax clearance from the Iowa State Tax Commission, as respects this Estate, has been filed in the office of the Clerk of this Court; and there has also been filed in the office of the Clerk of this Court a certificate from the County Treasurer of Scott County, Iowa, certifying that all personal taxes due against this Estate have been fully paid and satisfied.

All court cost and legal expenses connected with the administration of this Estate have been paid, and all expenses of administration of this Estate have been paid.

Attached hereto and respectively marked Exhibit "A" and Exhibit "B" are a complete list of all of the case receipts and cash disbursements of this Estate. The excess of receipts over disbursements has been aid over, according to the provisions of the Last Will and Testament, of the decedent, to Vera Patterson Nagel, Goldner O. Patterson, and Dorothy Patterson Gardner, the residuary beneficiaries of this Estate, as have all other assets remaining in the hands of your Executor after the payment of debts and administration expenses.

Executor states that decedent dies seized of the following described real estate situated in the City of Davenport, Scott County, Iowa, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9  
Fejervary and Fulton Plat to the City of Davenport, Scott County, Iowa,  
That the decedent dies intestate and a widow.

that decedent dies testate in Scott County, Iowa, on April 27, 1963, leaving no surviving spouse.

Executor further states that decedent's sole heirs at law are as follows: Vera Patterson Nagel,  
Daughter, Los Angeles, California; Goldner O. Patterson, Son, Davenport, Iowa; and Dorothy  
Patterson Gardner, Daughter, Rockford, Illinois.

The residuary beneficiaries of this Estates are Vera Patterson Nagel, Daughter, Los  
Angeles, California; Goldner O. Patterson, Son, Davenport, Iowa; and Dorothy Patterson  
Gardner, Daughter, Rockford, Illinois. By instrument marked Exhibit "C", attached hereto and  
by this reference made a part hereof said residuary beneficiaries have acknowledged receipt of  
all property as residuary beneficiaries of this Estate, have waived any and all notice of hearing on  
this Final Report, and have consented to the entry of an Order of Court, approving this Report  
and granting the prayer contained therein.

WHEREFORE, Executor asks for an Order of Court approving this Final Report,  
together with all of the acts and doings of Executor, and ordering that this Estate stand fully and  
finally closed and that Executor be fully and finally discharged from his obligation as Executor  
herein.

July 9, 1964: Order filed. Ordered that the Final Report of Executor is hereby approved,  
together with all of his acts and doings as such Executor; ad that this Estate stand fully and  
finally closed and the Executor is hereby fully and finally discharged of all of his duties and  
responsibilities as said Executor.

July 9, 1964: Certificate of Payment of Personal Taxes filed. Recites that Treasurer of  
Scott County Iowa, certifies that all personal taxes due and to become due against the estate have  
been fully paid and satisfied.

-----///-----

VERA PATTERSON NAGEL and	)	<u>WARRANTY DEED</u>
HOWARD J. NAGEL, wife and husband;	)	Dated: July 13, 1964
and DOROTHY PATTERSON GARDNER	)	Ack'd: July 9, 1964
and FRANK B. GARDNER, wife and	)	Ack'd: July 13, 1964
husband	)	Filed: July 14, 1964
	)	Rec'd: Book 279 Deeds Page 489
TO	)	Cons.: \$1.00 & OVC
GOLDNER O. PATTERSON and EDITH	)	
PATTERSON, husband and wife, as joint	)	
tenants in common with full right of	)	
survivorship to the survivor and to the heirs	)	
and assigns of the survivor of them	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

South 45 feet of Lot 6, Block 1 Trestler's Subdivision of part of Lot 9 Fejervary and Fulton Plat to the City of Davenport, Iowa.

Statutory acknowledgment affixed.

\$0.50 State Transfer Tax Stamp affixed.

-----///-----

No. 29

Abstracter's Note: Goldner O. Patterson dies a resident in Scott County, Iowa on January 7, 1969, records of the Auditor's Office in and for Scott County, Iowa. Affidavit attached hereto in its entirety.

-----//-----

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR SCOTT COUNTY

IN THE MATTER OF	)	
THE ESTATE OF	)	
	)	
EDITH E. PATTERSON,	)	PROBATE NO. 45740
	)	
Deceased.	)	

April 10, 1979: Letters of Appointment filed. That James E. Tobin having been duly appointed and qualified as Administrator – With Bond of the above entitled matter is vested with all powers by law in the premises.

April 11, 1979: Petition for Administration and Appointment of Administrator filed by James E. Tobin, Petitioner. Recites that the decedent died intestate, on the 1<sup>st</sup> day of April, 1979, that at the time of death, decedent was domiciled in and a resident of Scott County, Iowa; that said decedent left no spouse and that the petitioner herein pray that he be appointed as administrator of said estate.

April 11, 1979: Order Appointing Administrator filed. Ordered that James E. Tobin be and is hereby appointed administrator of the said Estate, and that the corporate \_\_\_\_\_ surety bond of such officer\_\_ is hereby fixed at \$10,000.00.

April 27, 1979: Affidavit of Publication filed. Recites that the Notice of Appointment of Administrator and Notice to Creditors was published in said Catholic Messenger, weekly newspaper on April 19, 1979 and April 26, 1979.

May 30, 1979: Preliminary Inheritance Tax Report and Probate Inventory filed. States that Edith E. Patterson a/k/a Edith M. Patterson died on April 1, 1979, a resident of Davenport, Iowa intestate leaving no surviving spouse. Lists as heirs at law as the following:

Helen Unferth, Sister  
Gertrude Beringhele, Sister  
Miriam Armbruster, Sister  
Paul Heitzman, Brother

Edith E. Patterson, decedent herein, is one and the same person as Edith Patterson, grantee in the deed dated July 3, 1964, and recorded in Book 279 deeds, page 489, records of Scott County, Iowa.

Lists on Schedule A, real estate as follows:

House and lot known as 2428 Arlington Ave., Davenport, Iowa and legally described as:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler's Subdivision of Part of Lot Nine (9), Fejervary & Fulton's Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler's Subdivision of part of Lot Nine (9) of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Value listed at \$45,500.00.

Gross value of the estate \$86,910.66.

July 25, 1979: Payment of Inheritance Tax filed. Stated that State of Iowa Department of Revenue received of the Estate of the late Edith E. Patterson Four thousand three hundred eighty-four and 57/100 (\$4,384.57) Dollars in full payment of Inheritance Tax on said estate as reported to the Department of Revenue from Scott County, State of Iowa Estate No. 266783 Probate No. 45750.

September 11, 1979: Certificate of Personal Taxes filed. States County Treasurer of Scott County, Iowa, certifies that all personal taxes due and to become due against the estate of Edith E. Patterson, deceased, have been fully paid and satisfied. This certificate is issued in compliance with the provisions of Sections 682.35 and 682.36 of the Code of Iowa.

November 1, 1979: Final Report filed and states as follows:

That the deceased was not survived by her spouse, and died seized of the following described real estate:

The South Forty-five (45) feet of Lot Six (6), Block One (1), of Trestler's Subdivision of Part of Lot Nine (9), Fejervary & Fulton's Plat of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Seventy-eight (78) North, Range Three (3) East of the Fifth (5<sup>th</sup>) P.M., and also

The North Ten (10) feet of alley immediately South of and abutting on Lot Six (6), Block One (1) of Trestler's Subdivision of part of Lot Nine (9) of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

which has been sold and conveyed.

That the name and place of residence of each of the devisees and their relationship to the deceased is as follows: Helen Unferth, sister, Moline, Illinois; Gertrude Beringhele, sister, Los Angeles, California; Miriam Armruster, sister, Riverside, Iowa; and Paul Heitzman, brother, Iowa City, Iowa, and that there were no afterborn children as defined in Section 633.267 of the Iowa Probate Code.

That no distribute is under any legal disability not is there a conservator or trustee for any distrubutee.

That attached hereto and made a part hereof is the certificate of the Treasurer of Scott County, Iowa, certifying the full payment of all personal taxes due said county from this estate; that on file herein is the certificate of the Iowa Department of Revenue certifying the full payment of all inheritance tax due from the beneficiaries of this estate; that this estate was not subject to the federal estate tax and that all other taxes, claims, costs of administration, and expenses of last illness and burial have been paid and that nothing further remains to be done and that this estate can now be closed and this Administrator discharged from further duty and responsibility.

WHEREFORE, the undersigned prays that the Court enter an Order approving his Final Report in this matter and discharging him from further duty and responsibility and closing this estate, and further fixing a time and place of hearing on this report and providing for the manner and form of notice to all interested persons.

S/S: James E. Tobin, Administator  
of the Estate of Edith E. Patterson,  
deceased

November 1, 1979: Order filed. States that the Final Report of James E. Tobin, Administrator of the Estate of Edith E. Patterson, deceased, come on before the Court for hearing on the 9<sup>th</sup> day of November, 1979 at 9 o'clock A.M. in the forenoon of said day at the County Courthouse in the City of Davenport, Iowa, and that notice of said time and place of hearing,



together with a copy of the report attached, be given all interested persons by ordinary United States mail at their last known address at least seven (7) days before the time of hearing as fixed herein.

November 2, 1979: Affidavit of Mailing Notice and Notice of Final Report filed. Stated that on the 1<sup>st</sup> day of November, 1979, each of the following persons a Notice (a true copy of which Notice is attached hereto and made a part hereof), by ordinary United States mail mail, each such notice being mailed in a sealed envelope with proper postage thereof, addressed to the said persons respectively, at their last known Post Office addresses, be depositing the same on said date in a United States Post Office mail receptacle in said County, to-wit:

Mrs. Helen Unferth	Mrs. Gerald Armbruster
_____	_____
_____	_____
Mrs. G.A. Beringhele	Mt. Paul Heitzman
_____	_____
_____	_____

(if return receipts are required so state and attach)

Abstracter's Note: Abstractor omitted address from original document for privacy purposes.

November 13, 1979: Order filed. States that the Final Report of James E. Tobin, Administrator of the Estate of Edith E. Patterson, deceased, be and the same is herby approved and confirmed and that said Administrator be and he is hereby discharged from further duty and responsibility and this estate closed and the surety on the bond exonerated.

December 9, 1979: Income Tax Certificate of Acquittance filed. State of Iowa Department of Revenue Estates and Trusts Division, certifies that upon examination of the income tax records of the Department, it is found that No State Income Tax is due in the Edith E. Patterson Estate as reported from Scott County, Iowa.

-----//-----

No. 31

HELEN UNFERTH, a widow and	)	<u>WARRANTY DEED</u>
unmarried; GERTRUDE BERINGHELE	)	Dated: May 26, 1979
and GUY BERINGHELE, her husband;	)	Dated: May 21, 1979
MIRIAM ARMBRUSTER and JAY	)	Dated: None Stated
ARMBRUSTER, her husband; PAUL	)	Ack'd: May 10, 1979
HEITZMAN and EDNA V. HEITZMAN,	)	Ack'd: May 21, 1979
his wife	)	Ack'd: May 23, 1979
	)	Ack'd: May 26, 1979
TO	)	Filed: June 4, 1979
	)	Rec'd: Doc. #9489-79
ROBERT G. PETERS and LYNN S.	)	Cons.: \$1.00 & OVC
PETERS, husband and wife, as joint	)	
tenants and not as tenants in common with	)	
full right of survivorship	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6 Block 1, of Trestler's Subdivision of part of Lot 9 of Fejervary and Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78, Range 3 East of the 5<sup>th</sup> P.M

Statutory acknowledgment affixed.

\$49.50 State Transfer Tax Stamp affixed.

-----///-----

No. 32

HELEN UNFERTH, a widow and	)	<u>QUIT CLAIM DEED</u>
unmarried; GERTRUDE BERINGHELE	)	Dated: May 26, 1979
and GUY BERINGHELE, her husband;	)	Dated: May 21, 1979
MIRIAM ARMBRUSTER and JAY	)	Dated: None Stated
ARMBRUSTER, her husband; PAUL	)	Ack'd: May 10, 1979
HEITZMAN and EDNA V. HEITZMAN,	)	Ack'd: May 21, 1979
his wife	)	Ack'd: May 22, 1979
	)	Ack'd: May 26, 1979
TO	)	Filed: June 4, 1979
	)	Rec'd: Doc. #9490-79
ROBERT G. PETERS and LYNN S.	)	Cons.: \$1.00 & OVC
PETERS, husband and wife, as joint	)	
tenants and not as tenants in common with	)	
full right of survivorship	)	

Conveys and Quit Claims all right, title and interest of grantors in and to the following described real estate, situated in Scott County, Iowa, and described as follows:

The North 10 feet of alley immediately South of and abutting on Lot 6, Block 1, Trestler's Subdivision of part of Lot 9 of Fejervary and Fulton's Plat of the City of Davenport, Iowa.

Statutory acknowledgment affixed.

Recites Transfer Tax for this Deed attached to Doc. #9489-79.

-----///-----

No. 33

ROBERT G. PETERS and LYNN S.	)	<u>MORTGAGE</u>
PETERS, husband and wife	)	Dated: May 31, 1979
	)	Ack'd: May 31, 1979
TO	)	Filed: June 4, 1979
	)	Rec'd: Doc.#9491-79
NORTHWEST BANK & TRUST	)	Cons.: \$36,400.00
COMPANY	)	

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$36,400.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before June 1, 1984.

Abstracter’s Note: Adjustable Rate Rider Attached.

-----//-----

No. 34

NORTHWEST BANK & TRUST	)	<u>RELEASE OF MORTGAGE</u>
COMPANY	)	Dated: March 27, 1984
	)	Ack'd: March 27, 1984
TO	)	Filed: March 29, 1984
	)	Rec'd: Document #5339-84
ROBERT G. PETERS and LYNN S.	)	
PETERS, husband and wife	)	

Acknowledges fully paid and releases of record the Mortgage dated May 31, 1979 and recorded June 4, 1979 as Document No. 9491-79 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Charles W. Calhoun, Vice President and Florence J. Schroeder, Real Estate Loan Officer, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

No. 35

J. L. FORTINI	)	<u>AFFIDAVIT</u>
	)	Dated: None Stated
TO	)	Ack'd: Nov. 2, 1979
	)	Filed: Nov. 6, 1979
THE PUBLIC	)	Rec'd: Doc. #25594-79
	)	Cons.: None

Affiant, J. L. Fortini, being first duly sworn upon oath, state that I am an attorney at law, practicing in Scott County, Iowa. I further state that I know and am familiar with Robert G. Peters, whose social security number is \*. I further state that I have known Robert G. Peters for the past two years and that Robert G. Peters, social security no. \*, is the same Robert G. Peters who is the Grantee in a Warranty Deed dated May 21, 1979 and recorded as Document No. 9489-79 in the office of the Recorder of Scott County, Iowa.

I further state that the real estate conveyed by the aforementioned Warranty Deed is described as follows:

The South 45 feet of Lot 6, Block 1, Trestler's Subdivision of part of Lot 9 of Fejervary and Fulton's Plat of the East ½ of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., in Scott County, Iowa.

I further state that the said Robert G. Peters is not one and the same Robert Peters, who is the Defendant in Small Claims Case No. 19570 in the Scott County District Court wherein judgment was entered against said Defendant on September 13, 1979 in the amount of \$600.00 with interest at the rate of 7% per annum and for costs of \$16.62 and \$1.00 satisfaction fee.

I further state that the said Robert G. Peters, social security no. \*, is not one and the same Robert Peters who is Plaintiff in Small Claims Case No. 17186 in the Scott County District Court wherein judgment was entered against said Plaintiff for \$5.00 in court costs plus \$1.00 satisfaction fee.

Further affiant sayeth not.

Signed by J. L. Fortini. Statutory acknowledgement affixed.

\*Unredacted social security number included in the above referenced document, Records of the Scott County Recorder. Unredacted information intentionally omitted by Abstractor for confidentiality purposes.

-----//-----

ROBERT G. PETERS, divorced and not remarried	)	<u>WARRANTY DEED</u>
	)	Dated: March 22, 1984
	)	Ack'd: March 22, 1984
TO	)	Filed: March 27, 1984
	)	Rec'd: Doc. #5133-84
STEVEN E. RIEXINGER and ELAINE C. RIEXINGER, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9 of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

The warranties of this deed apply only to The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M.

Statutory acknowledgment affixed.

\$45.10 State Transfer Tax Stamp affixed.

-----///-----



LYNN S. PETERS, divorced and not remarried	)	<u>WARRANTY DEED</u>
	)	Dated: March 22, 1984
	)	Ack'd: March 22, 1984
TO	)	Filed: March 27, 1984
	)	Rec'd: Doc. #5134-84
STEVEN E. RIEXINGER and ELAINE C. RIEXINGER, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

The warranties of this deed apply only to The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M.

Statutory acknowledgment affixed.

Transfer Tax Stamps for this Deed are attached to Doc. #5133-84.

-----//-----

STEVEN E. RIEXINGER and ELAINE	)	<u>MORTGAGE</u>
C. RIEXINGER as husband and wife	)	Dated: March 22, 1984
	)	Ack'd: March 22, 1984
TO	)	Filed: March 27, 1984
	)	Rec'd: Doc.#5135-84
FIRST FEDERAL SAVINGS AND LOAN	)	Cons.: \$36,000.00
ASSOCIATION OF DAVENPORT	)	

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9 of Fejervary and Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$36,000.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before April 1, 2014.

Abstracter’s Note: Adjustable Rate Rider Attached.

-----//-----

FIRST FEDERAL SAVINGS BANK OF	)	<u>RELEASE OF MORTGAGE</u>
IOWA, FKA FIRST FEDERAL SAVINGS	)	Dated: June 3, 1993
AND LOAN ASSOCIATION OF	)	Ack'd: June 3, 1993
DAVENPORT, IOWA	)	Filed: June 15, 1993
	)	Rec'd: Document #16327-93
TO	)	
	)	
STEVEN E. RIEXINGER and ELAINE	)	
C. RIEXINGER as husband and wife	)	

Acknowledges fully paid and releases of record the Mortgage dated March 22, 1984 and recorded March 27, 1984 as Document No. 5135-84 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Kevin L. Pieper, Vice President Loan Administration Department and Rebecca L. Beard, Manager Loan Administration Department, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----///-----

No. 40

MARC R. ENGELMANN	)	<u>AFFIDAVIT</u>
	)	Dated: _____
TO	)	Ack'd: Aug. 26, 1999
	)	Filed: Sept. 7, 1999
THE PUBLIC	)	Rec'd: Doc. #31213-99
	)	Cons.: None

"I, Marc R. Engelmann, being on oath first duly sworn do hereby state as follows:

1. That I am an attorney in Scott County, Iowa and have been such for a number of years past. In my legal activities I have represented Mercantile Bank in a number of capacities and I am aware that through merger, acquisition on other activities Mercantile Bank has been known in a number of capacities or ways, including at least one of the following:

Mercantile Bank, NA  
Mercantile Bank, F.S.B.  
Mercantile Bank Midwest  
Mercantile Bancorporation Inc. of Iowa  
Mercantile Bank of Davenport  
Mercantile Bank of Eastern Iowa  
Mercantile Bank of Bettendorf  
Mercantile Bank of Northern Iowa.

2. That I am further aware that First Federal Savings and Loan Association of Davenport became First Federal Savings Bank of Iowa, which then became Mercantile Bank, F.S.B., which then became Mercantile Bank of Eastern Iowa, and which currently is Mercantile Bank Midwest.

2. That while each of the above names may have been used by this corporation, they are all one and the same entity."

Signed and sworn by Marc R. Engelmann.

-----//-----

STEVEN R. RIEXINGER and ELAINE C.	)	<u>DEED OF TRUST</u>
RIEXINGER, husband and wife	)	Dated: Nov. 15, 1984
	)	Ack'd: Nov. 15, 1984
TO	)	Filed: Nov. 16, 1984
	)	Rec'd: Doc. #19453-84
CENTRAL TRUST AND SAVINGS	)	Cons: \$1.00 & OVC
BANK	)	

Conveys the certain real estate situated in the County of Scott and State of Iowa, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

The warranties of this deed apply only to The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

States no maturity date.

-----//-----

CENTRAL TRUST AND SAVINGS	)	<u>RELEASE OF DEED OF TRUST</u>
BANK	)	Dated: Jan. 16, 1987
	)	Ack'd: Jan. 16, 1987
TO	)	Filed: Jan. 19, 1987
	)	Rec'd: Document #1121-87
STEVEN E. RIEXINGER and ELAINE	)	
C. RIEXINGER, husband and wife	)	

Acknowledges fully paid and releases of record the Deed of Trust dated November 15, 1984 and recorded November 16, 1984 as Document No. 19453-84 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Kenneth L. Oetzmann, Vice President and Geraldine Saladino, Assistant Vice President, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

No. 43

STEVEN E. RIEXINGER and ELAINE C.	)	<u>CONTRACT</u>
RIEXINGER, husband and wife, Sellers	)	Dated: May 30, 1989
	)	Ack'd: May 30, 1989
TO	)	Filed: May 30, 1989
	)	Rec'd: Doc. #08806-89
TIMOTHY W. TODD and JOLINE L.	)	Cons.: \$46,900.00
LABEDIS, husband and wife, as joint	)	
tenants, and not as tenants in common,	)	
with full rights of survivorship in the	)	
survivor of them, Buyers	)	

Seller agrees to sell and buyers agree to purchase the following described real estate, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

buyers agree to pay the sum of \$46,900.00 with interest at the rate of 10% per annum, and all payable as follows: \$4,190.00 to be paid upon execution of this agreement, the receipt of which is hereby acknowledged, and the balance of \$42,710.00 is to be paid at residence of seller, or at such other place in as Seller or his assignees may in writing designate as follows: Payments in the amount of \$374.81, are to be paid without notice or demand on June 30, 1989 and a like amount of \$374.81 on the 30<sup>th</sup> day of each succeeding month thereafter for 59 additional months, at which time the entire balance hereunder, including principal and interest, shall be due and payable in full.

It is understood between the parties hereto that the real estate herein described is encumbered by a mortgage given by the seller herein to First Federal Savings and Loan Association of Davenport, dated March 22, 1984 and recorded on March 27, 1984, as Document No. 5135-84, office of the Recorder of Scott County, Iowa, which the seller agrees to pay in accordance with the terms thereof. In the event seller should default in any of the payments required to be made by the terms of said mortgage, buyer may make such payments and shall be given full credit for the payments so made as though made on this contract.

In addition to the aforesaid monthly payments, buyer hereby agrees to pay an escrow payment of 1/12 of the estimated annual taxes and insurance, said payments estimated at this time to be \$110.00 per month.

-----//-----



STEVEN E. RIEXINGER and ELAINE C.	)	<u>WARRANTY DEED</u>
RIEXINGER, husband and wife	)	Dated: May 18, 1993
	)	Ack'd: May 18, 1993
TO	)	Filed: June 3, 1993
	)	Rec'd: Doc. #14913-93
TIMOTHY W. TODD and JOLINE L.	)	Cons.: \$1.00 & OVC
LABEDIS, husband and wife, as joint	)	
tenants, and not as tenants in common,	)	
with full rights of survivorship in the	)	
survivor of them	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Statutory acknowledgment affixed.

This Deed is executed in fulfillment of a certain contract between the parties hereto, dated May 30, 1989 and recorded on May 30, 1989, Document #8806-89, office of the Recorder of Scott County, Iowa.

-----//-----

No. 45

TIMOTHY W. TOOD, JOLINE L.	)	<u>MORTGAGE</u>
LABEDIS, husband and wife	)	Dated: May 21, 1993
	)	Ack'd: May 21, 1993
TO	)	Filed: June 3, 1993
	)	Rec'd: Doc.#14914-93
THE ROCK ISLAND BANK	)	Cons.: \$51,375.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$51,375.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before June 1, 2023.

Abstracter’s Note: 1-4 Family Rider Attached.

-----///-----

THE ROCK ISLAND BANK, NA,	)	<u>RELEASE OF MORTGAGE</u>
Successor to THE ROCK ISLAND BANK,	)	Dated: Nov. 29, 1995
Successors to THE ROCK ISLAND BANK	)	Ack'd: Nov. 29, 1995
AND TRUST COMPANY	)	Filed: Nov. 30, 1995
	)	Rec'd: Document #29653-95
TO	)	
	)	
TIMOTHY W. TODD, JOLINE L.	)	
LABEDIS, husband and wife	)	

Acknowledges fully paid and releases of record the Mortgage dated May 21, 1993 and recorded June 3, 1993 as Document No. 14914-93 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Don Ackerman, Executive Vice President and Jane L. Schneider, Vice President, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----///-----

No. 47

MARC R. ENGELMANN	)	<u>AFFIDAVIT</u>
	)	Dated: _____
TO	)	Ack'd: Dec. 12, 2002
	)	Filed: Dec. 12, 2002
THE PUBLIC	)	Rec'd: Doc. #2002-51462
	)	Cons.: None

"I, Marc R. Engelmann, being on oath first duly sworn do hereby state as follows:

1. That I am an attorney in Scott County, Iowa and have been such for a number of years past. In my legal activities I have represented a number of financial institutions and am aware that through mergers, successions, acquisitions or other corporation activities, a numbers of banks, savings and loans and other organizations have had name changes in recent years.

1. I am aware that US Bank, N.A. has been known in a number of capacities or ways, including at least the following:

Firststar Bank Davenport, N.A.  
Firststar Bank Quad Cities, N.A.  
First Trust and Savings Bank  
Firststar Bank of Iowa, N.A.  
Firststar Bank, N.A.  
First Bank  
Firststar Bank of Quad Cities, N.A.  
The Rock Island Bank  
The Rock Island Bank, N.A.  
The Rock Island Bank and Trust Company  
Mercantile Bank Midwest  
Mercantile Bank of Eastern Iowa  
Mercantile Bank, FSB.  
Mercantile Bank, N.A.  
Mercantile Bancorporation Inc., of Iowa  
Mercantile Bank of Davenport  
Mercantile Bank of Bettendorf  
Mercantile Bank of Northern Iowa  
Hawkeye Bank and Trust  
Hawkeye of Mt. Pleasant  
First National Bank of Dubuque  
Statesman Federal Savings Bank  
Peoples Federal Savings and Loan Association  
First Federal Savings and Loan Association of Davenport  
First Federal Savings Bank  
First Federal Savings Bank of Iowa

2. That I am aware that First Midwest Bank has been known in a number of ways,  
including at least the following:

- Citizens Federal Savings and Loan Association
- Citizens Federal Savings Bank
- Citizens Federal Savings Bank, F.S.B.
- Old Kent Bank
- Old Kent Mortgage Company
- First Midwest Bank, N.A.
- First Midwest Bank/Quad Cities, N.A.
- First Midwest Mortgage Corporation

3. That I am aware that Wells Fargo Bank has been known in a number of ways,  
including at least the following:

- Davenport Bank and Trust Company
- Davenport Bank and Trust Company, N.A.
- Norwest Bank
- Brenton Bank
- Brenton First National Bank
- Wells Fargo Bank Iowa, N.A.
- Wells Fargo Home Mortgage, Inc.
- Norwest Mortgage, Inc.
- Peoples Bank & Trust Co. of Cedar Rapids
- Norwest Bank Iowa, N.A.

4. That I am aware that Great River Bank & Trust has been known in a number of ways,  
including at least the following:

- Davenport Bank and Trust Company

5. That while each of the above names may have been used by these corporation, they  
are all one and the same entity and the use of any of these names can be authorized to execute  
documents for any another such named corporation.”

Signed and sworn by Marc R. Engelmann.

-----//-----

TIMOTHY W. TODD and JOLINE L. LABEDIS	)	<u>AFFIDAVIT OF POSSESSION</u>
	)	Dated: Nov. 6, 1995
	)	Ack'd: Nov. 6, 1995
TO	)	Filed: Nov. 7, 1995
	)	Rec'd: Doc. #27679-95
THE PUBLIC	)	Cons.: None

Affiants, Timothy W. Todd and Joline L. Labedis, being first duly sworn under oath deposes and states that Timothy W. Todd and Joline L. Labedis are now the record titleholders of the following described real estate in Scott County, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the South 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

are now in complete actual and sole possession of all of said real estate except as may be herein states. That this affidavit is made from the personal knowledge of the undersigned who is familiar with said real estate, its titleholders, and it parties in possession; and is for the purpose of confirming title to the above described real estate under the provisions of Section 614.17 Code of Iowa, and other statutes relative thereto.

Signed by Timothy W. Todd. Standard acknowledgement affixed.

POWER OF ATTORNEY

The undersigned, owner is possession of said property as above stated, hereby directs that this affidavit be filed of record and hereby appoints the County Recorder of the County wherein said land is situated as the authorized attorney in fact to file same.

Signed by Timothy W. Todd, Owner in Possession and Joline L. Labedis, Owner.  
Standard acknowledgment affixed.

MARGINAL ENTRY

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit was filed in the said Recorder's Office by the owner in possession as named in said affidavit or by his attorney in fact as shown by the records; and duly recorded and entered on the records thereof on the 7<sup>th</sup> day of November, 1995.

s/s      Richard F. Hagen  
Recorder

Seal Affixed

-----//-----

TIMOTHY W. TODD and JOLINE L.	)	<u>WARRANTY DEED</u>
LABEDIS, husband and wife	)	Dated: Nov. 6, 1995
	)	Ack'd: Nov. 6, 1995
TO	)	Filed: Nov. 7, 1995
	)	Rec'd: Doc. #27680-95
WYVAL V. CAWTHRA and RUTH E.	)	Cons.: \$1.00 & OVC
CAWTHRA, single persons, as joint	)	
tenants and not as tenants in common	)	
with full rights of survivorship	)	

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Statutory acknowledgment affixed.

\$103.20 State Transfer Tax Stamp affixed.

-----///-----



WYVAL V. CAWTHRA and RUTH E.	)	<u>MORTGAGE</u>
CAWTHRA, single persons	)	Dated: Nov. 6, 1995
	)	Ack'd: Nov. 6, 1995
TO	)	Filed: Nov. 7, 1995
	)	Rec'd: Doc.#27681-95
NORTHWEST BANK & TRUST	)	Cons.: \$61,750.00
COMPANY	)	

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$61,750.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before December 1, 2025.

Abstracter’s Note: Above entitled Mortgage states “THIS IS A PURCHASE MONEY MORTGAGE”.

-----//-----

NORTHWEST BANK & TRUST	)	<u>RELEASE OF MORTGAGE</u>
COMPANY	)	Dated: June 21, 1999
	)	Ack'd: June 21, 1999
TO	)	Filed: July 15, 1999
	)	Rec'd: Document #24517-99
WYVAL V. CAWTHRA and RUTH E.	)	
CAWTHRA, single person__	)	

Acknowledges fully paid and releases of record the Mortgage dated November 6, 1995 and recorded November 7, 1995 as Document No. 27681-95 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Ron Bloominger, Real Estate Loan Officer and Robert W. Garman, VP of Retail Lending, with no corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

WYVAL V. CAWTHRA and RUTH E.	)	<u>WARRANTY DEED</u>
CAWTHRA, single persons	)	Dated: June 2, 1999
	)	Ack'd: June 2, 1999
TO	)	Filed: June 8, 1999
	)	Rec'd: Doc. #20292-99
MARTA MELVINA FAVATI	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Statutory acknowledgment affixed.

\$108.80 State Transfer Tax Stamp affixed.

-----//-----

No. 53

MARTA MELVINA FAVATI, a divorced person, not since remarried	)	<u>MORTGAGE</u>
	)	Dated: June 8, 1999
	)	Ack'd: June 8, 1999
TO	)	Filed: June 8, 1999
	)	Rec'd: Doc.#20293-99
R.I.A. FEDERAL CREDIT UNION	)	Cons.: \$54,800.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$54,800.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before June 8, 2014.

-----///-----

R.I.A. FEDERAL CREDIT UNION	)	<u>RELEASE OF MORTGAGE</u>
	)	Dated: Oct. 12, 2005
TO	)	Ack'd: Oct. 12, 2005
	)	Filed: Oct. 14, 2005
MARTA MELVINA FAVATI, a divorced	)	Rec'd: Document #2005-00034755
person, not since remarried	)	

Acknowledges fully paid and releases of record the Mortgage dated June 8, 1999 and recorded June 8, 1999 as Document No. 20293-99 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Larry Coverstone, President and Cleo Haynes, Executive Vice President, with no corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

MARTA M. FAVATI, a single woman	)	<u>MORTGAGE</u>
	)	Dated: Aug. 3, 2002
TO	)	Ack'd: Aug. 3, 2002
	)	Filed: Aug. 9, 2002
RIA FEDERAL CREDIT UNION	)	Rec'd: Doc.#2002-30616
	)	Cons.: \$20,000.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

Lot/Block: 006 001  
Trestler's Subdivision  
Of F & F Plat  
S 45' of Lot 6 Also  
10' S of & ADJ SD

Executed to secure payment of the sum of \$20,000.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

No maturity date stated.

-----//-----

R.I.A. FEDERAL CREDIT UNION	)	<u>RELEASE OF MORTGAGE</u>
	)	Dated: Oct. 12, 2005
TO	)	Ack'd: Oct. 12, 2005
	)	Filed: Oct. 14, 2005
MARTA M. FAVATI, a single woman	)	Rec'd: Document #2005-00034753

Acknowledges fully paid and releases of record the Mortgage dated August 3, 2002 and recorded August 9, 2002 as Document No. 2002-30616 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Larry Coverstone, President and Cleo Haynes, Executive Vice President, with no corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----///-----

No. 57

MARTA MELVINA FAVATI, a single	)	<u>MORTGAGE</u>
person	)	Dated: Oct. 3, 2005
	)	Ack'd: Oct. 3, 2005
TO	)	Filed: Oct. 5, 2005
	)	Rec'd: Doc.#2005-00033675
SOUTHEAST NATIONAL BANK	)	Cons.: \$103,400.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$103,400.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before October 3, 2005.

Abstracter's Note: Payment Rider Attached.

-----///-----



SOUTHEAST NATIONAL BANK	)	<u>EXTENSION OF MORTGAGE</u>
	)	Dated: April 3, 2006
TO	)	Ack'd: April 3, 2006
	)	Filed: April 7, 2006
MARTA MELVINA FAVATI	)	Rec'd: Document #2006-00010596

Extends the Mortgage dated October 3, 2005 and recorded \_\_\_\_\_ as  
Document No. 2005-00033675 in the Office of the Recorder of Scott County, Iowa as follows:

Extends the maturity date to October 3, 2006 and that all other provisions of said note  
and mortgage shall remain unchanged.

Executed on behalf of first party by Debra L. Boudi, Assistant Vice President and Matthew L.  
Wynn, Assistant Vice President, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

SOUTHEAST NATIONAL BANK	)	<u>RELEASE OF MORTGAGE</u>
	)	Dated: June 2, 2006
TO	)	Ack'd: June 2, 2006
	)	Filed: June 9, 2006
MARTA MELVINA FAVATI, a single	)	Rec'd: Document #2006-00017826
person	)	

Acknowledges fully paid and releases of record the Mortgage dated October 3, 2005 and recorded October 5, 2005 as Document No. 2005-00033675 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Debra L. Bouch, Assistant Vice President and Robin L. Schaver, Relationship Banking Officer, with no corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

MARTA MELVINA FAVATI, a single person	)	<u>WARRANTY DEED</u>
	)	Dated: May 18, 2006
	)	Ack'd: May 18, 2006
TO	)	Filed: May 31, 2006
	)	Rec'd: Doc. #2006-00016614
STEVEN L. BUZZELL and JESSICA K. BUZZELL, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Statutory acknowledgment affixed.

\$152.80 State Transfer Tax Stamp affixed.

-----///-----

STEVEN L. BUZZELL and JESSICA K.	)	<u>MORTGAGE</u>
BUZZELL, husband and wife	)	Dated: May 26, 2006
	)	Ack'd: May 26, 2006
TO	)	Filed: May 31, 2006
	)	Rec'd: Doc.#2006-00016615
"MERS" MORTGAGE ELECTRONIC	)	Cons.: \$76,600.00
REGISTRATION SYSTEMS, INC.	)	
solely as nominee for Lender, QUAD CITY	)	
BANK AND TRUST COMPANY	)	

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$76,600.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before June 1, 2036.

Abstracter’s Note: Above entitled Mortgage states “THIS IS A PURCHASE MONEY MORTGAGE”. Rider to Mortgage Attached.

-----//-----

MORTGAGE ELECTRONIC	)	<u>ASSIGNMENT OF MORTGAGE</u>
REGISTRATION SYSTEMS, INC.	)	Dated: Jan. 21, 2009
	)	Ack'd: Jan. 21, 2009
TO	)	Filed: Jan. 28, 2009
	)	Rec'd: Doc. #2009-00002049
COUNTRYWIDE HOME LOANS	)	Cons.: \$92,000.00
SERVICING, LP	)	

Assigns Mortgage dated May 26, 2006 and executed by Steven L. Buzzell and Jessica K. Buzzell, \_\_\_\_\_ to \_\_\_\_\_ in the amount of \$76,600.00 plus interest, and recorded as Document No. 2006-00016615 on May 31, 2006, in the office of the recorder of Scott County, Iowa.

The real estate encumbered and described in the Assignment is as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed for assigning corporation by Kimberly Dawson, 1<sup>st</sup> Vice President and M. Kelly Michie, 1<sup>st</sup> Vice President, with no corporate seal affixed.

Statutory corporate acknowledgment affixed.

-----///-----

No. 63

STEVEN L. BUZZELL and JESSICA	)	<u>MORTGAGE</u>
BUZZELL, husband and wife	)	Dated: Feb. 6, 2007
	)	Ack'd: Feb. 6, 2007
TO	)	Filed: March 30, 2007
	)	Rec'd: Doc.#2007-00009079
FIRST MIDWEST BANK	)	Cons.: \$11,682.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$11,682.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites final maturity on or before February 6, 2022.

Abstracter's Note: Grantor, Jessica Buzzell, executes mortgage above referenced with middle name, not legible or notated in the notary section of the above described document.

-----//-----

IN THE DISTRICT COURT FOR SCOTT COUNTY

COUNTRYWIDE HOME LOANS	)	
SERVICING, LP	)	EQUITY NO. 112579
	)	
Plaintiff,	)	
	)	
Vs.	)	
	)	
STEVEN L. BUZZELL and JESSICA K.	)	
BUZZELL; FIRST MIDWEST BANK	)	
	)	
Defendant.	)	

January 21, 2009: Petition of Foreclosure filed.

Notice

THE PLAINTIFF HAS ELECTED FORECLOSURE WITHOUT REDEMPTION. THIS MEANS THAT THE SALE OF THE MORTGAGED PROPERTY WILL OCCUR PROMPTLY AFTER ENTRY OF JUDGMENT UNLESS YOU FILE WITH THE COURT A WRITTEN DEMAND TO DELAY THE SALE. IF YOU FILE A WRITTEN DEMAND, THE SALE WILL BE DELAYED UNTIL SIX MONTHS FROM ENTRY OF JUDGMENT IF THE MORTGAGED PROPERTY IS YOUR RESIDENCE AND IS A ONE-FAMILY OR TWO FAMILY DWELLING OR UNTIL TWO MONTHS FROM ENTRY OF JUDGMENT IF THE MORTGAGED PROPERTY IS NOT YOUR RESIDENCE OR IS RESIDENCE BUT NOT A ONE-FAMILY OR TWO-FAMILY DWELLING. YOU WILL HAVE NO RIGHT OF REDEMPTION AFTER THE SALE. THE PURCHASER AT THE SALE WILL BE ENTITLED TO IMMEDIATE POSSESSION OF THE MORTGAGED PROPERTY. YOU MAY PURCHASE AT THE SALE.

Plaintiff, Countrywide Home Loans Servicing, LP, for its cause of action states:

1. That the Plaintiff is a corporation doing business in the United States of America.
2. That on or about May 26, 2006, Steven L. Buzzell made executed and delivered to Mortgage Electronic Registration Systems, Inc., a promissory note in writing for the sum of \$76,600.00 payable in installments, with interest at 6.375% per annum from such date (the "Note"). A copy of the Note is attached hereto and made a part hereof as Exhibit "A".
3. That on or about May 26, 2006 in order to secure the payment of the Note, Steen L. Buzzell and Jessica K. Buzzell (the "Mortgagor(s)") made, executed and delivered to Mortgage Electronic Registration Systems, Inc., a real estate mortgage (the "Mortgage") on the following described real estate (the "Mortgaged Property"):

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

the Mortgage was filed for record May 31, 2006, in 2006-00016615 in the Recorder's Office of Scott County, Iowa. A copy of the Mortgage is attached hereto and made a part hereof as Exhibit "B". Said mortgage is a Purchase Money Mortgage.

4. That the Mortgaged Property is and at all times relevant hereto was the homestead of the Mortgagor(s).

5. That the Plaintiff is currently the holder of record of the Note and Mortgage.

6. That the Plaintiff is the sole and absolute owner of the Mortgage; that the Note and Mortgage provide that if default be made at any time in payment of any installment of principal or interest, at the election of the Plaintiff, all indebtedness, without notice of such election, shall become immediately due and payable; that the Plaintiff by reason of the failure of the Mortgagor(s) to pay said installments, declares the Note in default, that there is now due and owing the Plaintiff the sum of \$74,119.11 with interest at 6.375% per annum from and including June 1, 2008, plus late fees, attorney fees, abstracting expense, protective advances and costs.

7. That the Plaintiff has given the Mortgagor(s) notice of the right to cure said default and to date has received no response thereto.

8. That the time to cure the default under Iowa law has now expired.

9. That said Note and Mortgage provide that if suit be commenced thereon, Mortgagor(s) will pay reasonable attorneys' fees. An attorneys' fee affidavit is attached hereto and made a part hereof as Exhibit "C".



10. That the Plaintiff now hereby in writing waives any right or claim to a deficiency judgment against the Mortgagor(s). That the Mortgaged Property is the residence of the Mortgagor(s) and is a one-family or two-family dwelling. The Plaintiff hereby elects to foreclose without redemption and the sale of the Mortgaged Property shall occur promptly after entry of judgment, unless the Mortgagor(s), pursuant to the Notice set forth above, files a written demand to delay the sale, in which event the sale shall be delayed until six months after entry of judgment.

11. That the following parties are named as Defendant(s) because they claim some right, title or interest in the Mortgaged Property, including, without limitation a right, title or interest as described below but any such right, title or interest is junior and inferior to the interest of Plaintiff:

- First Midwest Bank, \$11,682.00 Mortgage, dated February 6, 2007, filed March 30, 2007, 9079-2007.

12. That the Mortgage provides that any time after the proper commencement of an action in foreclosure or during the period of redemption, the Court having jurisdiction of the case shall, at the request of the Plaintiff, appoint a receiver to take immediate possession of the Mortgaged Property and of the rents and profits accruing therefrom, to rent the same as he may deem best for the interest of all parties concerned and shall be liable to account to the Mortgagor(s) only for the net profits after application of rents, issues and profits upon the cost of the expense of receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned.

WHEREFORE THE PLAINTIFF PRAYS THE COURT:

1. That the Plaintiff have judgment in rem against the Mortgaged Property for the amount of unpaid principal and interest on the Note, as provided in the Note and Mortgage and for late fees, attorney fees, abstract expense, protective advances and costs.

2. That a receiver be appointed immediately to take care of, manage, lease and collect the rents from the Mortgaged Property, and to apply the same in payment of

costs and expenses of said receivership, repairs and expenses of said real estate, accrued and accruing taxes and special assessments, insurance premiums, and in partial payment of the judgment to be entered herein.

3. That said judgment, together with interest, late fees, attorney fees, abstract expense, protective advances, costs and accruing costs be decreed a prior lien upon the Mortgaged Property from the date of the Mortgage, and that all rights, interests and equities of all Defendants to this suit be declared junior to the right, title and interest of the Plaintiff.

4. That in the event Plaintiff is required to make protective advances, including without limitation, advances for taxes or insurance on the Mortgaged Property, the Plaintiff be given an additional lien thereon for such amounts so advanced, which shall be included in the judgment to be entered herein.

5. That the Mortgage be foreclosed and the Defendant(s)' equity of redemption be barred and foreclosed save as guaranteed by law. That special execution issue for the sale the Mortgaged Property to satisfy said judgment, interest, late fees, attorney fees, abstract expense, protective advances and costs.

6. That special execution issue to satisfy said judgment, interest and attorneys' fees, and accruing costs herein, and the Mortgaged Property be sold according to law to satisfy the amount due under the Decree issued by this Court and the Defendants herein or anyone claiming by, through or under them, be forever barred and foreclosed of any interest in the Mortgaged Property, except such rights of redemption as provided by law.

7. That if the Mortgaged Property is sold and not redeemed, the Clerk of this Court shall issue to the Sheriff of said County, a writ of removal and possession, commanding him to put the grantee named in the Sheriff's deed for said premises sold, or his grantee, in possession thereof, and to remove any Defendants, or persons claiming by, through or under any of them, or any person in possession thereof out of such possession.

8. That the Plaintiff has elected foreclosure without redemption and the sale of the Mortgaged Property shall occur promptly after entry of judgment or in the alternative, if a written demand for delay is filed, the sale shall occur six months after entry of judgment.

9. That the Plaintiff be granted such further relief as may be just and equitable.

Attached thereto are copies of the exhibits referred to in foregoing Petition.

The foregoing Petition was entered on the Lis Pendens Index in the office of the Clerk of the District Court of Scott County, Iowa, on January 22, 2009.

January 21, 2009: Military Service Affidavit filed.

Recites that none on the above-named Defendants are in the military service of the United States of America or any of its allies, within the meaning of the Service Member's Civil Relief Act, as enacted and amended by the Congress of the United States of America.

February 17, 2009: Affidavit of Service Attempts was filed.

Recites that the following attempts to serve Steven & Jessica Buzzell a (20 day) Petition & Original Notice in the above captioned case:

- 01/23/09 at 2018 hours: the property at 2428 Arlington Avenue appears to be abandoned.
- 01/25/09 at 1904 hours: no one home, not answering, appears abandoned.
- 01/27/09 postal request sent – no forwarding provided.
- 01/28/09 spoke with neighbor who advised occupants left before September 2008.
- 01/29/09 called Steven Buzzell's father and he has not returned phone calls.

Executed by Cynthia R. Ortiz, Cynthia Renee's Professional Business Services with statutory acknowledgement affixed.

March 4, 2009: Affidavit of Process Server filed.

Recites that Jessica K. Buzzell was personally served with Original Notice & Petition on 2/15/09 at 1651 hours.

September 9, 2009: Decree filed.

Now on this 9<sup>th</sup> day of September, 2009, this cause came on the to be heard on the application of Plaintiff, and it appearing to the Court from an inspection of the Original Notice, the files and record in this cause, that due, legal and timely personal service of said Original Notice, with copy of Petition attached thereto was had upon the following Defendants:

- Steven L. Buzzell
- Jessica K. Buzzell
- First Midwest Bank

Proof thereof is now on file in this proceeding.

That the Court has jurisdiction of all the above-captioned parties and the subject matter hereof.

That the Defendants listed below (the “Defendants in Default”), have failed to plead and are now in default, and such default should be entered of record:

- Steven L. Buzzell
- Jessica K. Buzzell
- First Midwest Bank

That Plaintiff has complied with the provisions of Iowa Rule of Civil Procedure 1.972, as evidenced by the Request for Default Judgment Entry filed with this Court; that the allegations of Plaintiff’s Petition are material and true, and Plaintiff is entitled to judgment against the Defendants as requested in the Petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREES by the Court that the Defendants in Default are in default and this default is hereby entered of record against them.

NOW, on this same day, this cause coming on for final hearing and determination, Plaintiff, appearing by Petosa, Petosa & Boecker, L.L.P., its attorney; this cause is now heard on its merits, and the Court having heard the proof offered by Plaintiff, and evidence and arguments of counsel, and being fully advised in the premises,

FINDS:

That the Defendants are not in the military service of the United States of America, nor are the entitled to any of the privileges under the provision of the Service Members Civil Relief Act of 1940 or amendments thereto.

That the allegations of the Plaintiff are true; that on or about May 26, 2006 Steven L. Buzzell executed and delivered to Mortgage Electronic Registration Systems, Inc. a promissory note in writing for the sum of \$76,600.00 with interest at 6.375% per annum from date, payable in installments (the “Note”).

That on the same date, in order to secure the payment of the Note, Steven L. Buzzell and Jessica K. Buzzell (the “Mortgagors”) made, executed and delivered to Mortgage Electronic Registration Systems, Inc. a real estate mortgage on the following described real estate (the “Mortgaged Property”), to wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

The Mortgage was filed for record May 31, 2006 in 2006-00016615, in the Recorder’s Office of Scott County, Iowa. Said mortgage is a Purchase Money Mortgage.

That the Mortgaged Property is and at all time relevant hereto was the homestead of the Mortgagors.

That the Plaintiff is currently the holder of record of the Note and Mortgage.

The Mortgage constitutes a lien on the Mortgaged Property prior to any right or interest therein of Defendants, or anyone claiming by, through or under them, except for the priority of any unpaid real estate taxes as provided by law; that Plaintiff is entitled to the foreclosure of the Note and Mortgage as prayed in its Petition.

That Plaintiff is further entitled to judgment in rem against the Mortgaged Property in the following amounts:

Principal		\$74,119.11
Interest through	8/28/2009	\$ 5,862.17
Late Fees		\$ 71.67
Protective Advances		\$ 5,112.61

plus interest on the principal balance at 6.375% per annum from August 28, 2009 until satisfied, attorney fees for Plaintiff’s attorneys, Petosa, Petosa & Boecker, L.L.P., in the amount of \$900.00; abstract expenses of \$200.00, additional protective advances costs and accruing cost herein.

That proper notice of the right to cure and default has been given to the Mortgagors and Plaintiff has received no response thereto. That the time to cure the default under Iowa law has now expired.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff be and is hereby granted judgment in rem against the Mortgaged Property in the following amounts:

Principal		\$74,119.11
Interest through	8/28/2009	\$ 5,862.17
Late Fees		\$ 71.67
Protective Advances		\$ 5,112.61

Plus interest on the principal balance at 6.375% per annum from August 28, 2009 until satisfied, attorney fees for Plaintiff’s attorneys, Petosa, Petosa & Boecker, L.L.P., in the amount of \$900.00; abstract expenses of \$200.00, additional protective advances, \$261.00 costs and \$50.00 accruing cost.

That the Mortgage is hereby foreclosed as a first lien against the Mortgaged Property, except for the priority of any unpaid real estate taxes, as provided by law.

That Plaintiff is entitled to foreclosure without redemption pursuant to Iowa Code Section 654.20 and that the Mortgagors have not filed a written demand to delay sale.

That special execution issue to satisfy said judgment, interest, late fees, attorney fees, abstract expense, protective advances, costs and accruing costs herein, and the Mortgaged Property be sold according to law to satisfy the amount due under this Decree and the Defendants herein or anyone claiming by, through or under them, be forever barred and foreclosed of any interest in the Mortgaged Property; that it is further ordered, adjudged and decreed by the Court, that if the Mortgaged Property be sold, the Clerk of this Court shall issue to the Sheriff of said County, a writ of removal and possession, commanding him to put the grantee named in the Sheriff’s deed, or his grantee, in

possession thereof, and to remove any Defendants, or persons claiming by, through or under him, or any person in possession thereof, out of such possession of the Mortgaged Property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court will retain jurisdiction of this action to determine the distribution of any excess of the sale proceeds over the amount of the Mortgage indebtedness including interest, late fees, attorney fees, abstracting charges, advances and costs in accordance with the relative priority of the parties as set forth in Plaintiff's Petition or as determined by the Court.

September 9, 2009: Praecipe for Special Execution filed.

September 9, 2009: Purchase Money Mortgage filed and cancelled as to Julie C. Carlin by Jill Dykes, Clerk of District Court. Said Purchase Money Mortgage dated May 26, 2006 and filed with the Scott County Recorder on May 31, 2006 as Document No. 2006-00016615 and includes a Rider to Mortgage.

September 9, 2009: Assignment of Mortgage filed. Said Assignment of Mortgage dated January 21, 2009 and filed with the Scott County Recorder on January 28, 2009 as Document No. 2009-00002049.

September 9, 2009: Request for Default Judgment Entry filed.

Plaintiff hereby requests that the Court or Clerk of the Court, pursuant to Rules of Civil Procedure 1.971 and 1.972, enter default judgment on the Defendants. The undersigned certified that written Notice of Intention to file this Request for Default Judgment was given to the Defendants after the default occurred and at least 10 days prior to the filing of this Request.

Plaintiff further request, pursuant to Rules of Civil Procedure 1.973, that upon a finding of default in this matter, the Court or Clerk of the Court enter judgment of record in favor of the Plaintiff for the amount set for in the Plaintiff's Petition, together with interest and costs.

September 9, 2009: Affidavit of Mailing Notice of Intent to file Written Application for Default filed.

Recites that on March 9, 2009, Defendants were personally mailed a Notice of Intent to File Written Application for Default (a true copy of which Notice is attached hereto and make a part hereof) by ordinary mail; each such notice, together with other enclosures if so indicated above, being mailed in a sealed envelope with proper postage thereon, address to the same persons respectively, at their last known Post Office addresses, by depositing the same on said dated in the United States Post Office mail receptacle.

Executed by Benjamin W. Hopkins with statutory acknowledgment affixed.

September 9, 2009: Notice of Intent to file Written Application for Default filed.

DATE OF NOTICE: March 9, 2009

#### IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A DEFAULT JUDGMENT WILL BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD SEEK LEGAL ADVICE AT ONCE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

September 9, 2009: Affidavit of Process Server filed.

Recites that Steven L. Buzzell was served by serving Jessica L. Buzzell, his spouse, with Original Notice & Petition on 2/15/09 at 1651 hours.

September 9, 2009: Service Documents: Original Notice & Petition filed.

Recites that Corporate Service was made on First Midwest Bank by leaving a true and correct copy of the documents with Maryann Potenzo, Corporate Receptionist, an officer, managing agent or authorized agent of the within named company on January 28, 2009 at 1:31 p.m.

September 14, 2009: Special Execution filed.

To the Sheriff of Scott County:

That on September 9, 2009 at Davenport, Iowa the District County rendered judgment in favor of Countrywide Home Loan Servicing LP, Plaintiff, and against In



Rem, Defendant. For the sum of \$74,119.11 DOLLARS, debt, Attorney's fees \$900.00

DOLLARS, and cost of suit taxed at \$216.00 DOLLARS, and

Accrued Cost \$50.00

Interest through 8/28/2009 \$5,862.17

Late Fees \$71.67

Protective Advances \$5,112.61

Abstract Expense \$200.00

Ordered that the Real Estate hereinafter described, or so much thereof as might be necessary, be sold to satisfy said judgment, with interest and cost aforesaid, and ordered a special execution to issue.

No, these are to command you, in the name and by authority of the State of Iowa, that the following described Real Estate in Scott County, Iowa viz:

The South 45 feet of Lot 6, Block 1, of Trestler's Subdivision of part of Lot 9, Fejervary & Fulton's Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler's Subdivision of part of Lot 9, of Fejervary & Fulton's Plat of the City of Davenport, Iowa.

Or so much thereof as may be necessary, you cause to be made the amount of said judgment, together with interest thereon at the rate of 6.375 per cent per annum from the 28<sup>th</sup> day of August, 2009, until paid. And have you that money before us within seventy days, with a return of your acts and doings in the premises, hereon endorsed or annexed; and herein fail not at your peril.

Witness, Julie C. Carlin, Clerk of District Court of said County, with seal hereto affixed.

October 1, 2009: Assignment of Judgment filed.

COMES NOW the Plaintiff, Countrywide Home Loans Servicing, LP, by and through the undersigned counsel and does hereby assign without recourse its judgment in this matter to Federal National Mortgage Association.

November 30, 2009: Statement of Advance Necessary to Protect Lien filed.

"I, Benjamin W. Hopkins, hereby state that the Plaintiff or its assignee has expended sum totaling \$1,297.35 for protective advances, including insurance, maintenance, and upkeep expenses with reference to the property involved in the above

captioned matter. I further state that said payments were made in order to protect the lien of Plaintiff on said property.”

Statutory acknowledgement affixed.

November 30, 2009: Satisfaction of Judgment filed.

COMES NOW, Federal National Mortgage Association, as assignee of the Plaintiff, and satisfies the judgment entered in the above captioned action in full.

December 1, 2009: Sheriff's Return of Execution filed.

-----//-----

No. 65

DENNIS CONARD, Sheriff of Scott	)	<u>SHERIFF’S DEED</u>
County, Iowa	)	Dated: Nov. 30, 2009
	)	Ack’d: Nov. 30, 2009
TO	)	Filed: Dec. 9, 2009
	)	Rec’d: Doc. #2009-00036779
FEDERAL NATIONAL MORTGAGE	)	Cons: \$89,141.46
ASSOCIATION	)	

In consideration of \$89,141.46 heretofore paid, I, Dennis Conard, Sheriff of Scott County, Iowa, do hereby sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION the following described property in Scott County, Iowa

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Upon the expiration of the redemption period (no redemption having been made) this Deed is given upon the surrender of the Sheriff’s Certificate of Purchase, the same having been issued on \_\_\_\_\_, in Cause Number 112579.

Countrywide Home Loans Servicing LP, Plaintiff  
Steven L. Buzzell, Et Al, Defendant

On \_\_\_\_\_ (date) Sheriff’s Certificate of Purchase was assigned to \_\_\_\_\_.

No Redemption

-----///-----

FEDERAL NATIONAL MORTGAGE	)	<u>SPECIAL WARRANTY DEED</u>
ASSOCIATION	)	Dated: Jan. 14, 2010
	)	Ack'd: Jan. 14, 2010
TO	)	Filed: Jan. 15, 2010
	)	Rec'd: Doc. #2010-00001216
BRIAN T. WHITE	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Grantee herein shall be prohibited from conveying captioned property to a bonafide purchaser for value for a sales price of greater than \$79,231.20 for a period of three months from the date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of great than \$79,231.20 for a period of three months from the dated of this deed. These restrictions shall run with the land and are not personal to grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

Executed for Grantor Corporation by Brandon M. Foley, Assistant Secretary and Teresa M. Foley, Vice President, with corporate seal affixed.

Statutory corporate acknowledgment affixed.

Recites Grantor is exempt from all taxation imposed by any state, county, municipality, or local taxing authority, except for real property taxes. Thus, Grantor is exempt from any and all transfer taxes. See, 12U.S.C. 1723a(c)(2).

-----//-----

No. 67

BRIAN T. WHITE, an unmarried person	)	<u>OPEN END MORTGAGE</u>
	)	Dated: Jan. 14, 2010
TO	)	Ack'd: Jan. 14, 2010
	)	Filed: Jan. 15, 2010
NORTHWEST BANK & TRUST	)	Rec'd: Doc.#2010-00001217
COMPANY	)	Cons.: \$79,000.00

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$79,000.00, loans and advances up to this amount, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

No maturity date stated.

-----///-----

NORTHWEST BANK & TRUST	)	<u>RELEASE OF MORTGAGE</u>
COMPANY	)	Dated: June 3, 2010
	)	Ack'd: June 3, 2010
TO	)	Filed: June 8, 2010
	)	Rec'd: Document #2010-00014356
BRIAN T. WHITE, _____	)	

Acknowledges fully paid and releases of record the Mortgage dated January 14, 2010 and recorded January 15, 2010 as Document No. 2010-00001217 in the Office of the Recorder of Scott County, Iowa.

Executed on behalf of releasor corporation by Jay W. Schweer, A.V.P. Loan Officer and Jim Legare, VP Commercial Manager, with corporate seal affixed.

Statutory corporate acknowledgement affixed.

-----//-----

BRIAN T. WHITE, a single person	)	<u>WARRANTY DEED</u>
	)	Dated: April 21, 2010
TO	)	Ack'd: April 21, 2010
	)	Filed: April 22, 2010
AUTUMN D. ZAKULA	)	Rec'd: Doc. #2010-00009205
	)	Cons.: \$1.00 & OVC

Conveys real estate situated in Scott County, Iowa, and described as follows, to-wit:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed for Grantor by Thomas White, AIF.

Statutory acknowledgment affixed.

\$199.20 State Transfer Tax Stamp affixed.

Abstracter’s Note: No power of attorney filed in and for Scott County for the above referenced legal description for Brian T. White to Thomas White. Attached Power of Attorney is included for Examiner’s reference.

-----//-----

AUTUMN D. ZAKULA	)	<u>MORTGAGE</u>
	)	Dated: April 21, 2010
TO	)	Ack'd: April 21, 2010
	)	Filed: April 22, 2010
“MERS” MORTGAGE ELECTRONIC	)	Rec'd: Doc.#2010-00009207
REGISTRATION SYSTEMS, INC.	)	Cons.: \$122,735.00
solely as nominee for Lender, CHERRY	)	
CREEK MORTGAGE CO., INC.	)	

Mortgages real estate situated in Scott County, Iowa, and described as follows:

The South 45 feet of Lot 6, Block 1, of Trestler’s Subdivision of part of Lot 9, Fejervary & Fulton’s Plat of the East Half of the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5<sup>th</sup> P.M., and also the North 10 feet of alley immediately South of and abutting on Lot 6, Block 1 of Trestler’s Subdivision of part of Lot 9, of Fejervary & Fulton’s Plat of the City of Davenport, Iowa.

Executed to secure payment of the sum of \$122,735.00, with interest thereon and all payable according to the terms of a promissory note of even date. Recites that any transfer of real estate covered by this mortgage, or any part thereof, shall give mortgagee the right to declare all indebtedness secured by this mortgage immediately due and payable.

If the property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

Recites Maturity date on or before May 1, 2040.

Abstracter’s Note: Above entitled Mortgage states “PURCHASE MONEY MORTGAGE”.

-----///-----



No. 71

Abstracter's Note: Mortgages and Deeds of Trust dated twenty years or more prior to the date hereof, and all matters pertaining to the release or satisfaction thereof, have been omitted from this abstract unless the record shown that less than ten years have elapsed since the original or extended date of maturity of the secured indebtedness, or part thereof.

-----//-----

TAXES

SCOTT COUNTY, IOWA  
(City of Davenport)

2008 AND ALL PRIOR YEARS - PAID

2009, 1<sup>st</sup> Inst., \$915.00 UNPAID  
2009, 2<sup>nd</sup> Inst., \$915.00 UNPAID

-----///-----

## CERTIFICATE

I, John M. Carroll, hereby certify that the foregoing is a true and correct Abstract of Title to the Real Estate described in the caption thereof, showing all matters of record affecting the title to the said real estate, including judgments, suits pending, mechanic's liens, notices of tax liens or other liens, and other encumbrances as shown by the records of Scott County, Iowa.

I will no longer show zoning as of January 1, 2006. Since changes to zoning may occur, but are not required to be recorded in the Office of the Recorder of Scott County, Iowa, there is no assurance that the information in the Recorder's Office is current. For information concerning restrictions on the use of property, please contact the appropriate authorities.

Dated at Davenport, Iowa this 31<sup>st</sup> day of August, 2010.

---

John M. Carroll  
Attorney